PURCHASING OFFICE:

Affaires autochtones et du Nord Canada

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CONTRACT

	INAC File No. 1000195315
Department Name Department of Indian Affairs & Northern Development	Date of Contract (YYYYMMDD) 2017-10-30
Mailing Address 10 Wellington Gatineau, Quebec	Contract No. 4500370688
K1A 0H4	Financial Code(s) 122 A4124 A0000 ND70 54701
ni. Ar	Destination(s) of Services 10 Welllington, Gatineau, Quebec, KIA 0H4
CONTRACT	Invoices are to be submitted by Email to: CFObmuFINANCE@aadnc-aandc.gc.ca
Your proposal is accepted to sell to Her Majesty the Queen in right of Canada, as represented by the Minister of Indian Affairs and Northern Development, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the supplies and services listed herein and on	Address inquiries to: deborah.cacciato@aadnc-aandc.gc.ca c.c. aadnc.hqcontracts.aandc@canada.ca

Contractor:	
Name	
Donna Cona	
Address	
106 Colonnade Road, ; Ottawa, Ontario	Ste. 100
K2E 7L6	

any attached sheets at the price or prices set out therefor.

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Contract No. 4506370688	
Financial Code(s) 122 A4124 A8888 ND70 547	** *
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019) 956-3606	(819) 953-7721
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or the Minister	
Signing Authority Name	
Deborah Cacciato	
Signing Authority Title	
Senior Procurement Office	**
4-2-14-C-16-16-16-16-16-16-16-16-16-16-16-16-16-	2017-10-30
Signature	Date (yyyyuun)

1. General

The conditions of any contract awarded under the Supply Arrangement will be in accordance with the resulting contract clauses of the medium complexity template used for the bid solicitation template, which is set out in the *Standard Acquisition Clauses and Conditions Manual* issued by Public Works and Government Services Canada.

2. Security Requirements

- The Contractor/Offerer must, at all times during the performance of the Contract hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the Identified work site(s) and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
- Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- The Contractor/Offeror must comply with the provisions of the:
 - Security Requirements Check List and security guide (if applicable), attached at Annex 8;
 - ii) Industrial Security Manual (Latest Edition).

3. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

4. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

4.1 General Conditions

2010C (2016-04-04). General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

5. Term of Contract

5.1 Period of the Contract

The period of the contract is from November 1, 2017 to March 31, 2018 (inclusive).

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6. Authorities

6.1 Contracting Authority

The Contracting Authority for the Contract is:

Deborah Cacciato
Senior Procurement Officer
Department of Indian Affairs & Northern Development
Procurement Services Section
10 Wellington, 13th Floor, Rm. 169
Gatineau, Quebec
K1A 0H4

Telephone: (819) 956-3606

Email: deborah.cacciato@aadnc-aandc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.2 Project Authority

The Project Authority for the Contract is:

Yves Robineau
Director, Financial Systems Training
15 Eddy Street, 3rd Floor
Gatineau, Quebec
K1A 0H4

Telephone: (819) 994-6630

Email: wes.robineau@aadnc-aandc.oc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.3 Contractor's Representative

Donna Cona 106 Colonnade Road, Ste. 100 Ottawa, Ontario K2E 7L6 Attn:

Telephone:

Email:

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7. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

8. Payment

8.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price, as specified in the table below for a cost of \$74,250.00. Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

	Description	Level of Expertise	Firm Per Diem Rate	Estimated # of Days	Total
	e period from Date of Contract				CHAXB
1	Stream 1 – Application Services – Substream 1.5 – ERP Technical Analyst	Intermediate		31, 2018	\$74,250,00
				Subtotal:	\$74,250.00
***************************************				#ST (18%):	\$9,652.50
				TOTAL:	\$83,902.60

8.2 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$74,250.00.
 Applicable Taxes are extra.
- No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or

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c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

 if the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

9. Invoicing Instructions

 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a copy of time sheets to support the time claimed;
- a copy of the release document and any other documents as specified in the Contract;
- a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- a copy of the monthly progress report.
- 0. Invoices must be distributed as follow

One (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract.

10. Certifications

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

11. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

12. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the Articles of Agreement;
- b) 2010C (2016-04-04), General Conditions Services (Medium Complexity) apply to and form part of the Contract.
- c) Annex A, Statement of Work;
- d) Annex B, Security Requirements Check List;
- e) the Contractor's bid dated October 17, 2017.

13. Limitation of Liability - Information Management/Information Technology

a) Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor Is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

b) First Party Liability:

- The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - (1) any infringement of intellectual property rights to the extent the Contractor breaches the section entitled "Intellectual Property Infringement and Royalties":
 - (2) physical injury, including death.
- ii) The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- iii) Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under i.(1) above.
- v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:
 - (a) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - (b) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of .75 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on other document used to order services under this instrument).
- vi) In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract.

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vil) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

c) Third Party Claims:

- Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- ii) If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- iii) The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

14. Intellectual Property Infringement and Royalties

- The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

- The Contractor has no obligation regarding claims that were only made because:
 - Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
 - Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
 - the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
 - d. the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "Donna Cona acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, Donna Cona, if requested to do so by either Donna Cona or Canada, will defend both Donna Cona and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
- 4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
 - a. take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - c. take back the Work and refund any part of the Contract Price that Canada has already paid.

if the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor falls to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

- 15. No Responsibility to Pay for Work not performed due to Closure of Government Offices
 - a. Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
 - b. If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise

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would have been performed if the Contractor had been able to gain access to the premises.

16. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

17. Replacement of Specific Individuals

- If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a. the name, qualifications and experience of the proposed replacement; and
 - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

18. Ownership

- 1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title

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is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

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ANNEXA

STATEMENT OF WORK

1. BACKGROUND

The Department of Indian Affairs and Northern Development (DIAND) has the primary, but not exclusive responsibility for meeting the federal government's constitutional, treaty, political, and obligations to Indigenous and Northern peoples. Under this mandate, DIAND is responsible for the planning, design, implementation, assessment of policies, and the delivery of a variety of programs and services to Indigenous and Northern peoples and their communities.

In order to fulfill its mandate, DIAND has a number of applications that integrate with the SAP ERP Financial and Material Management System (hosted by Health Canada). These include the Grants and Contributions Information Management System (GCIMS), the Trust Funds Management System (TFMS), and the Shared Travel System (STS).

Treasury Board Secretariat (TBS) introduced a new Policy on Results to be implemented by departments by April 1, 2018. In order to comply with the fundamental requirements set out in the Policy, changes to the departmental coding structure are required.

DIAND has a requirement for an ERP Technical Analyst in order to enable the necessary organizational and system change activities. This work will directly support the efficient operation of financial functions throughout the department, assist in the transition from the old to the new financial coding structures, and support other related projects and initiatives.

2. OBJECTIVE

Due to a lack of resources and available expertise required to support the timely analysis, definition and implementation of departmental coding structure changes as a result of TBS led requirements, DIAND is seeking to establish one competitively awarded contract for a Level 2 – ERP Technical Analyst to ensure that DIAND has the timely and specialized expertise required for the above objectives.

3. TASKS

To provide services as an ERP Technical Analyst in support of the Project Authority, the Director, Financial Systems and Training and representing the business owner.

In the provision of services, the Contractor shall, on an "as and when required basis" and as described in the Contract document issued, provide (to the satisfaction of the Project Authorities) services as specified in this Statement of Work (SOW).

Typical activities of an ERP Technical Analyst, Level 2 may include (but are not limited to):

- Providing support services to the software development and software testing teams;
- Assisting in activities associated with the technical architecture, design and implementation of DIAND solutions;
- Identifying and documenting issues to ensure that new and existing customized software processes perform correctly in the various supported SAP environments;

- Developing, documenting and performing unit testing according to DIAND standards, supporting changes or enhancements to DIAND solutions to meet technical or functional requirement specifications;
- e) Liaising with technical, functional and Departmental representatives to ensure that the business requirements are being met by the enhancements or upgrades;
- f) Assisting with the production level support and maintenance of DIAND software provided to the participating areas;
- g) Assisting in developing the documentation and/or training related to the software created or modified;
- Designing and documenting system components, interfaces and the operational environment;
- Designing data structures and files, subsystems and modules, programs, batch, on line and production;
- j) Monitoring procedures, testing strategies, and systems:
- k) Implementation of quality assurance standards regarding implementation;
- Documentation of modules and procedures;
- m) Introduction of operating releases to the supported systems; and,
- Any other related technical system support services necessary to ensure the operation of other related DIAND corporate applications.

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ANNEX B

SECURITY REQUIREMENTS CHECK LIST

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CONTRACT

PURCHASING OFFICE:		Page I of	17
	INAC File No. 1000195315		
Department Name Department of Indian Affairs & Northern Development	Date of Contract (YYYYMMDD) 2017-10-30		***************************************
Mailing Address 16 Wellington Gatineau, Quebec	Contract No. 4500370688		
K1A 0H4	Financial Code(s) 122 A4124 A0009 ND70 54701		.00000000000000000000000000000000000000
	Destination(s) of Services 10 Welllington, Gatineau, Que	bec, KIA 0H4	
	Involces are to be submitted by Ema CFObmuFINANCE@asding-a	il to andc.gc.cs	
CONTRACT			•
Your proposal is accepted to sell to Her Majesty the Queen in right of Canada, as represented by the Minister of Indian Affairs and Northern Development, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the supplies and services listed herein and on any attached sheets at the price or prices set out therefor.	Address inquiries to: deborah.cacciato@aadne-aandc.c.c. aadnc.hqcontracts.aandc@	lc.gc.ca)canada.ca	
	Telephone Number	Facsimile Number	***************************************
	(819) 956-3606	(819) 953-7721	
	Total Estimated Cost \$83,902.60	1	, s
Contractor:	Applicable Taxes		×1000000000000000000000000000000000000
Name	● included	uded	
Donna Cona	For the Minister		
Address 106 Colonnade Road, Ste. 100 Ottawa, Ontario K2E 7L6	Signing Authority Name Deborah Cacciato Signing Authority Title Senior Procurement Officer Signature	2017-10-30 Dok	

Date (YYYYMMOD)

1. General

The conditions of any contract awarded under the Supply Arrangement will be in accordance with the resulting contract clauses of the medium complexity template used for the bid solicitation template, which is set out in the *Standard Acquisition Clauses and Conditions Manual* issued by Public Works and Government Services Canada.

2. Security Requirements

- The Contractor/Offerer must, at all times during the performance of the Contract hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s) and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
- Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- The Contractor/Offeror must comply with the provisions of the:
 - Security Requirements Check List and security guide (if applicable), attached at Annex B:
 - ii) Industrial Security Manual (Latest Edition).

3. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

4. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

4.1 General Conditions

2010C (2016-04-04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Term of Contract

5.1 Period of the Contract

The period of the contract is from November 1, 2017 to March 31, 2018 (inclusive).

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6. Authorities

6.1 Contracting Authority

The Contracting Authority for the Contract is:

Deborah Cacciato
Senior Procurement Officer
Department of Indian Affairs & Northern Development
Procurement Services Section
10 Wellington, 13th Floor, Rm. 169
Gatineau, Quebec
K1A 0H4

Telephone: (819) 956-3606

Email: deborah.cacciato@aadnc-aandc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.2 Project Authority

The Project Authority for the Contract is:

Gatineau, Quebec K1A 0H4

Fereignons: (619) 894-6630
Email: was cobineau@eadre.suesii: an ee

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.3 Contractor's Representative

Donna Cona
106 Colonnade Road, Ste. 100
Ottawa, Ontario
K2E 7L6
Attn:
Telephone:
Email:

Communiqué en vertu de la LGONTRACT NO. 4500370688 l'information

Proactive Disclosure of Contracts with Former Public Servants 7.

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

8. Payment

8.1 **Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price, as specified in the table below for a cost of \$74,250.00. Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

	Description	Level of Expertise	Firm Per Diem Rate	Estimated # of Days	Total
			A	B	C=AxB
Forthe	period from Date of Contract A	ward up to and i		sh 31, 2010	
1	Stream 1 – Application Services – Substream 1.5 – ERP Technical Analyst	(Intermediate			\$74,250.00
				Subtotal:	\$74,250.00
				HST (13%):	\$9,652.50
				TOTAL:	\$83,902.60

8.2 **Limitation of Expenditure**

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$74,250.00. Applicable Taxes are extra.
- No increase in the total liability of Canada or in the price of the Work resulting from any 2. design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - when it is 75 percent committed, or a.
 - b. four (4) months before the contract expiry date, or

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as soon as the Contractor considers that the contract funds provided are C. inadequate for the completion of the Work.

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

9. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a copy of time sheets to support the time claimed:
- b. a copy of the release document and any other documents as specified in the Contract;
- C. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d. a copy of the monthly progress report.
- 0. invoices must be distributed as follow

One (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract.

10. Certifications

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

11. **Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

12. **Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- the Articles of Agreement; a)
- 2010C (2016-04-04), General Conditions Services (Medium Complexity) apply to and b) form part of the Contract.
- C) Annex A. Statement of Work:
- Annex B. Security Requirements Check List; d)
- the Contractor's bid dated October 17, 2017. e)

13. Limitation of Liability - Information Management/Information Technology

a) Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

b) First Party Liability:

- The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - (1) any infringement of intellectual property rights to the extent the Contractor breaches the section entitled "Intellectual Property Infringement and Royalties";
 - (2) physical injury, including death.
- ii) The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under i.(1) above.
- v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:
 - (a) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - (b) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of .75 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on other document used to order services under this instrument).
- vi) In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract.

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vii) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

c) Third Party Claims:

- Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- ii) If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- iii) The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

14. Intellectual Property Infringement and Royalties

- The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

- The Contractor has no obligation regarding claims that were only made because:
 - Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
 - Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
 - the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
 - d. the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "Donna Cona acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, Donna Cona, if requested to do so by either Donna Cona or Canada, will defend both Donna Cona and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
- 4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
 - a. take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - c. take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

- 15. No Responsibility to Pay for Work not performed due to Closure of Government Offices
 - a. Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
 - b. If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise

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would have been performed if the Contractor had been able to gain access to the premises.

16. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

17. Replacement of Specific Individuals

- If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a. the name, qualifications and experience of the proposed replacement; and
 - proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

18. Ownership

- Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title

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is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

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ANNEX A

STATEMENT OF WORK

1. BACKGROUND

The Department of Indian Affairs and Northern Development (DIAND) has the primary, but not exclusive responsibility for meeting the federal government's constitutional, treaty, political, and obligations to Indigenous and Northern peoples. Under this mandate, DIAND is responsible for the planning, design, implementation, assessment of policies, and the delivery of a variety of programs and services to Indigenous and Northern peoples and their communities.

In order to fulfill its mandate, DIAND has a number of applications that integrate with the SAP ERP Financial and Material Management System (hosted by Health Canada). These include the Grants and Contributions Information Management System (GCIMS), the Trust Funds Management System (TFMS), and the Shared Travel System (STS).

Treasury Board Secretariat (TBS) introduced a new Policy on Results to be implemented by departments by April 1, 2018. In order to comply with the fundamental requirements set out in the Policy, changes to the departmental coding structure are required.

DIAND has a requirement for an ERP Technical Analyst in order to enable the necessary organizational and system change activities. This work will directly support the efficient operation of financial functions throughout the department, assist in the transition from the old to the new financial coding structures, and support other related projects and initiatives.

2. OBJECTIVE

Due to a lack of resources and available expertise required to support the timely analysis, definition and implementation of departmental coding structure changes as a result of TBS ied requirements, D!AND is seeking to establish one competitively awarded contract for a Level 2 – ERP Technical Analyst to ensure that DIAND has the timely and specialized expertise required for the above objectives.

3. TASKS

To provide services as an ERP Technical Analyst in support of the Project Authority, the Director, Financial Systems and Training and representing the business owner.

In the provision of services, the Contractor shall, on an "as and when required basis" and as described in the Contract document issued, provide (to the satisfaction of the Project Authorities) services as specified in this Statement of Work (SOW).

Typical activities of an ERP Technical Analyst, Level 2 may include (but are not limited to):

- a) Providing support services to the software development and software testing teams;
- Assisting in activities associated with the technical architecture, design and implementation of DIAND solutions;
- c) Identifying and documenting issues to ensure that new and existing customized software processes perform correctly in the various supported SAP environments;

- d) Developing, documenting and performing unit testing according to DIAND standards, supporting changes or enhancements to DIAND solutions to meet technical or functional requirement specifications:
- e) Liaising with technical, functional and Departmental representatives to ensure that the business requirements are being met by the enhancements or upgrades;
- Assisting with the production level support and maintenance of DIAND software provided to the participating areas;
- g) Assisting in developing the documentation and/or training related to the software created or modified:
- Designing and documenting system components, interfaces and the operational environment;
- Designing data structures and files, subsystems and modules, programs, batch, on line and production;
- j) Monitoring procedures, testing strategies, and systems;
- k) Implementation of quality assurance standards regarding implementation;
- Documentation of modules and procedures;
- m) Introduction of operating releases to the supported systems; and,
- n) Any other related technical system support services necessary to ensure the operation of other related DIAND corporate applications.

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ANNEX B

SECURITY REQUIREMENTS CHECK LIST

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Released under the Access to Information Act

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CONTRACT - CONTRAT

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PURCHASING OFFICE - BUREAU DES ACHATS: AANDC File No. - No de référence des AADNC Department Name - Nom du Ministère Date of Contract (YYYYMMDD) - Date du contrat (AAAAMMJJ) Department of Indigenous Affairs & Northern Development 2017-08-09 Mailing Address - Adresse postale Contract No. - No du contrat 10 Wellington 4500367862 Gatineau, Quebec K1A 0H4 Financial Code(s) - Code(s) financier(s) 120 A4773 NPGD AY182 55201 CONTRACT/CONTRAT Destination(s) of Services - Destination(s) des services Your proposal is accepted to sell to Her Majesty the Queen in right of Canada, as represented by the Minister of Indian Affairs and Northern 9 Montelair, 2nd Floor, Gatineau, Ouebec, KIA 0H4 Development, in accordance with the terms and conditions set out Involces are to be submitted by Email to: herein, referred to herein or attached hereto, the supplies and services listed herein and on any attached sheets at the price or prices set out Les factures doivent être acheminées par countel à : therefor. CFObmuFINANCI/@aandc-aadne.gc.ca Address inquiries to: Nous acceptons votre proposition de vendre à Sa Majesté la Reine du Adresser toute demande de renseignements à : chef du Canada, représentée par le Ministre des Affaires indiennes et du Nord, aux conditions énoncées ou incluses per référence dans les Deborali Caccinta présentes et aux annexes di-jointes, les articles et les services énumérés dans les présentes et sur toute feuille ci-annexée, au(x) prix indiqué(s). The Contractor hereby accepts this contract L'entrepreneur accepte le present contrat Person Authorized to Sign - Signataire autorisé Telephone Number Facsimile Number Name - Nom Numéro de téléphone Numéro de télécopleur (819) 956-3606 (819) 953-7721 Title - Titre Total Estimated Cost - Coût total estimatif \$82,965.96 -Applicable Taxes - Taxes applicables Signature Included Inclus Excluded OEnsus Date (YYYYMMOX) - (AAAAMMU) Return signed copy forthwith For the Minister - Pour le Ministre Prière de retourner une copie d'ûment signée immédiatement Contractor - Entrepreneur Signing Authority Name - Nom du signataire **Deborah Cacciato** Name - Raison sociale Signing Authority Title - Titre du signataire Donna Cona Senior Procurement Officer Address - Adresse 106 Colonnade Road, Ste. 100 Date Ottawa, Ontario (YYYYMMDD) - (AAAAMMJJ)

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1. Security Requirements

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.

The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.

Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

The Contractor/Offeror must comply with the provision of the:

- a) Security Requirements Check List and security guide (if applicable), attached at Annex B; and.
- b) Industrial Security Manual (Latest Edition).

2. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandself.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

General Conditions

2010B (2016-04-04), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of contract award up to and including March 31, 2018.

5. Authorities

Contracting Authority

The Contracting Authority for the Contract is:

Deborah Cacciato
Senior Procurement Officer
Department of Indigenous Affairs & Northern Development Canada
Materials and Assets Management Directorate
Procurement Services Section
10 Wellington
Gatineau, Quebec
K1A 0H4

Telephone: (819) 956-3606

Email: deborah.cacciato@aandc-aadnc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

Project Authority

The Project Authority for the Contract is:

Tim Doherty
Team Leader, Application Development
Department of Indigenous Affairs & Northern Development Canada
9 Montdair, 2nd Floor
Gatineau, Quebec
K1A 0H4

Telephone: (819) 743-4984 Email: tim doherty@canada.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6. Contractor's Representative

Donna Cona 106 Colonnade Road, Ste. 100 Ottawa, Ontario K2E 7L6

Attention: Telephone: Email:

7. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

8. Payment

8.1 Basis of Payment

CONTRACT No. 4500367862

Professional Fees

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a per diem of \$ \$82,965.96. Applicable Taxes are included.

	Description	Level of Expertise	Firm Per Diem Rate	Estimated # of Days	Total
***************************************			A	B	C=AxB
For th	e period from Date of Contract A	ward up to a	nd including N	March 31, 201	8
1	Stream 1 – Application Services Application Software Architect	S			
2	Stream 4 – Business Services 4.1 Business Analyst	(Favel 3			\$34,080.0
				Subtotal:	\$72,160.0
		***************************************	Estimated QS	T: (14.975%)	\$10,805.9
***************************************				Total:	\$82,965.9

9. Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$82,965.96. Applicable Taxes are included.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a) when it is 75 percent committed, or
- b) four (4) months before the contract expiry date, or
- c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's obligation.

10. Method of Payment - Monthly

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract:
- b) all such documents have been verified by Canada; and,
- c) the work performed has been accepted by Canada.

11. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a) a copy of time sheets to support the time claimed;
- b) a copy of the release document and any other documents as specified in the Contract;
- a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d) a copy of the monthly progress report.

Invoices must be distributed as follows:

One (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract.

12. Certifications and Additional Information

13. Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

14. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

15. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

the Articles of Agreement:

2010B (2016-04-04), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Annex A, Statement of Work; and, Annex B, Security Requirements Check List.

16. Replacement of Specific Individuals

If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- a) the name, qualifications and experience of the proposed replacement; and
- b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

ANNEX "A" STATEMENT OF WORK

SINGLE ACCESS FOR DISPUTE RESOLUTION ENTERPRISE SYSTEM (SADRE) SUPPORT SERVICES

1. BACKGROUND

The Department of Indigenous Affairs and Northern Development (DIAND) has the primary, but not exclusive, responsibility for meeting the federal government's constitutional, treaty, political, and legal responsibilities to First Nations, Inuit and Northerners.

DIAND supports the SADRE for Residential School business processes.

SADRE allows senior management, management, case managers and other internal users to manage and have seamless access of processes such as ADR/Litigation/CEP/IAP type cases. SADRE provides the information management for eight (8) DIAND major business processes for the Residential School Dispute Resolution Programs (CEP, IAP-AANDC, IAP-IRSAS, ADR, Litigation, Schools, AP, RIM).

DIAND requires the services of the resources listed in this solicitation for the continuing changes as due to program transition, maintenance and support of SADRE.

2. DESCRIPTION OF SERVICES

The proposed Application/Software Architect will be responsible for all code changes, defect and bug fixes, testing of code changes, updating of documentation and analysis and design of all technical requirements.

The proposed Business Analyst will be responsible for analysis, updating of workflows and use cases and business documentation.

3. TASKS AND DELIVERABLES

- Managing scheduled releases changes and bug fixes for SADRE.
- Documented document statements of requirements.
- Fully functional and tested fixes to defects.
- Fully functional and tested code.
- Fully functional change requests and bug fixes.
- Fully documented requirements for enhancements, bug fixes and changes requests.
- Update documented requirements for interfaces with other DIAND applications and data.

All project related work must meet the Application Development, Database and Data Administration (ADDDA) standards of quality assurance.

All software code must conform to ADDDA Architecture team guidelines and common practices required for custom in-house application development.

CONTRACT No. 4500367862

4. LOCATION OF WORK

Department of Indigenous Affairs and Northern Development 9 boul. Montclair, Floor 2 Gatineau, Quebec K1A 0H4

ANNEX "B"

SECURITY REQUIREMENTS CHECK LIST

Communiqué en vertu de la Loi sur l'Âccès à 1'information

ANNEX "B"

SECURITY REQUIREMENTS CHECK LIST

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Public Works and Government Travaux publics et Services Services Canada

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Department of Indian Affairs and Northern Development Canada 10 Weilington, Les Terrassses de la Chaudière Gatineau, Quebec K1A 0H4

CONTRACT - CONTRAT

You are requested to sell to the Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the supplies and services listed herein and on any attached sheets at the price or prices set out therefor.

Nous vous demandons de vendre à Sa Majeste la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes et aux annexes di-jointes, les articles et les services énumérés dans les présentes et sur toute feuille ci-annexée, au(x) prix indiqué(s).

The vendor hereby accepts this contract Le fournisseur accepte le présent contrat			
No. work before and			23 August, 2017
Name, title of person authorized to sign (b) Nom et titre du signataire autorisé (caracté	/pe or print) ≧re d'impression)	Signature	Date

Return signed copy forthwith - Prière de retourner une copie dûment signée immédiatement

MCIntyre & Associates

PWGSC-TPSGC 9400-10 (02/97)

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Contract No. - 4500368276

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ProServices Medium Complexity Contract For Directed Contracts below 25K

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Delivery Requirements Outside a Comprehensive Land Claims Settlement Area

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

1.1 Security Requirements

1.1.2 There is no security requirement applicable to this Contract.

1.2 Statement of Work

This Contract is being issued for the requirement of Professional Services Leadership Development and Coaching Services for the Northern Affairs Office for Aboriginal Affairs and Northern Development Canada under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

1.3 Task Authorization - Removed

1.4 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandself.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

1.4.1 General Conditions

2010B (16-04-04), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

- 1.4.2 Supplemental General Conditions Removed
- 1.4.3 SACC Clauses Removed

1.5 Term of Contract

1.5.1 Period of the Contract

The period of the Contract is from Contract Award to March 31, 2018 inclusive

1.5.2 Option to Extend the Contract - Removed

1.6 Authorities

1.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Department of Indian Affairs and Northern Development 10 Wellington Street Gatineau, Quebec K1A 0H4

Contact Name: Bianca Richard Telephone: 819-934-7499 Facsimile: 819-953-7721

E-mail address: bianca.richard@aandc-aadnc.gc.ca

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Contract No. - 4500368276

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The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

1.6.2 Project Authority

Department Name and Aboress

Contact Name: 17-38 College Server Street Access to the DG Maker Researce and

Environment(serrice)

Telephone 819 997-7136

Facsimile, \$10 053-8766

E-mail address: fitchale inchey@www.ceedec.gc.ca

The Project Authority is the representative of the department agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

1.6.3 Contractor's Representative

Contact Name:
Telephone

E-mail address:

1.7 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice</u>: 2012-2 of the Treasury Board Secretariat of Canada.

1.0 Payment

1.8.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$4,000.00. Applicable Taxes are extra.

1.8.2 Authorized Travel and Living Expenses - Removed

1.8.3 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$4,000.00.
 Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or

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NCR#9972084 - v1

- b. four (4) months before the contract expiry date, or
- as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

1.9 Method of Payment (Multiple Payments)

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

1.10 Accounts and Audit

- 1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
- 2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
- 3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
- 4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

1.11 Time Verification - Removed

1.12 Invoicing Instructions

 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified

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NCR#9972084 - VI

in the invoice is completed.

- 2. Each invoice must be supported by:
 - a. a copy of time sheets to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the Contract;
 - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
 - d. a copy of the monthly progress report.
- 2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

1.13 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

1.14 Certifications Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

1.15 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

1.16 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list

- (a) the Articles of Agreement;
- (b) the general conditions 20108 (2016-04-04), General Conditions Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment
- (f) Supply Arrangement Number E60ZT-120001/700/ZT; and
- (i) the Contractor's bid dated June 12, 2016

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1.17 Defence Contract - Remove

1.18 Basis for Canada's Ownership of Intellectual Property

The Department of Indian Affairs and Northern Development has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

where the material developed or produced consists of material subject to copyright, with the
exception of computer software and all documentation pertaining to that software.

1.19 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

1.20 Replacement of Specific Individuals

- 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual Identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

1.21 Ownership

- 1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

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- 4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.
- 1.22 Government of Canada Web Standards Removed
- 1.23 Limitation of Liability Information management/Information Technology

1.24 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

1.25 Intellectual Property Infringement and Royalties

- 1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to <u>Department of Justice Act</u>, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- 3. The Contractor has no obligation regarding claims that were only made because:
 - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
 - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
 - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
 - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
- 4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

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- (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
- (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
- (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor falls to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

ANNEX "A" STATEMENT OF WORK

PROJECT TITLE:

The services to be provided are coaching for professional and team development

BACKGROUND:

The provision of coaching services is part of DG's learning plan for 2017-18. These services need to be provided by an experienced professional who has experience with and access to a variety of coaching and professional development tools.

OBJECTIVE:

The objective of this contract is to assist with DG's leadership development and team development.

SCOPE OF WORK:

The work will consist of individual coaching session.

OUTPUT:

The work will consist of one-on-one sessions as well as individual work by the recipient. The work will begin in July 2017 and end by March 31, 2018, for a maximum of 20 hours. Payments will be made upon completion of objectives attained during coaching sessions.

Departmental contact and support will be:

Michèle Belley, Seriior Executive Assistant to the DG, Natural Resources and Environment Branch, 819-997-7136

Work of Location:

Consultant's premises in Ontario.

ANNEX "B" BASIS OF PAYMENT

Tasks	Hours	Hourly rate (\$CAD)	Total
Provide coaching sessions, as requested.			\$2,400,00
Research and provide reading material in support of coachees' learning.			5800.0r)
In consultation with the client, design and deliver a learn learning activity to support team leadership development.			\$800.00
Sub-Total	Ì		54.000.00
HST (13%)	uduu		\$520.00
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Public Works and Government Travaux publics et Services Services Canada

gouvernementaux Canada

PURCHASING OFFICE - BUREAU DES ACHATS

Department of Indian Affairs and Northern Development

10 Wellington Street, Room 195 Gatineau, Quebec **K1A 0H4**

CONTRACT - CONTRAT

Canada accepts your bid to provide to Canada the goods, services or both described in the Contract in accordance with the conditions and at the prices set out in the Contract.

Le Canada accepte votre soumission de fournir au Canada les blens, services ou les deux décrits dans le contrat conformément aux conditions et aux prix prévus au contrat.

Name and Address of Contractor Nom et adresse de l'entrepreneur

Donna Cona Inc. 106 Colonnade Rd., Suite 100 Ottawa, ON

K2E7L6

ProServices SA E60ZT-120001/185/ZT

Canada

PWGSC-TPSGC 9400-4 (02/2014)

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Released under the Access to Information Act

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ProServices Medium Complexity Bid Solicitation and Resulting Contract Template (MC) For below NAFTA Requirements

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Delivery Requirements Outside a Comprehensive Land Claims Settlement Area

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

1.1 Security Requirements

Security Requirement for Canadian Supplier: PWGSC File #Common-PS SRCL#6

- The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
- Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 5. The Contractor/Offeror must comply with the provisions of the:
 - Security Requirements Check List and security guide (if applicable), attached at Annex C
 - h Industrial Security Manual (Latest Edition).

1.2 Statement of Work

This Contract is being issued for the requirement of one (1) Stream 3 - Information Management (IM/IT Services - 3.3 Database Analyst - Senior for the Department of Indian Affairs and Northern Development under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-andguidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

1.3.1 General Conditions

2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Term of Contract

1.5.1 Period of the Contract

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Indian and Northern Affairs Canada

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s.19(1)

The period of the Contract is upon contract award to March 31, 2018, inclusive.

Authoritles

1.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Alma Moveda

Procurement Officer Department of Indian Affairs and Northern Development 10 Wellington Street, Room 195, 13th Floor, Gatineau, Quebec, K1A 0H4

Telephone:

(819) 953-6153

Facsimile:

(819) 953-7721

E-mail address:

alma.moveda@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

1.5.2 Project Authority

The Project Authority for the contract is:

Vatthavone Suyavong

Manager, Data and Database Administration

Department of Indian Affairs and Northern Development

9 Montclair St, Gatineau, Quebec, K1A 0H4

Telephone:

613-614-0904

Facsimile.

819-994-7825

E-mail address.

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The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

1.5.3 Contractor's Representative

Donna Cona Inc. 106 Colonnade Rd., Suite100 Ottawa, Ontario, K2E 7L6

Contact Name:



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Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

1.7 **Payment**

1.7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determined in accordance with the Basis of Payment in Annex B_, to the limitation of expenditure of \$74,802.00. Customs duties are included and Applicable Taxes are extra.

1.7.2 Limitation of Expenditure

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$ 74,802.00. Customs duties are included and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work. whichever comes first.
- 3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

Method of Payment - Monthly Payments

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada:

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X__ Direct Deposit

Electronic Payment

The Government of Canada is switching from payment by cheque to payment by direct deposit, (http://www.tpsqc-pwgsc.gc.ca/recgen/bxt/depot-deposit-eng.html) an electronic transfer of funds deposited directly into the recipients bank account. Contractors/Suppliers/Offerors must contact the federal department(s) or agency(ies) responsible for issuing their payment(s) to obtain additional information, to confirm their direct deposit enrolment process and the steps to be followed.

To facilitate the transition to direct deposit, the Department of Indian Affairs and Northern Development (DIAND) requires that all Contractor's/Suppliers/Offerors doing business with the department immediately register for Electronic Direct Payment (http://www.aadncaandc.gc.ca/eng/1362499152985/1362499322435).

1.9 **Discretionary Audit**

The Contractor's certification that the price or rate is not in excess of the lowest price or rate charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both, is subject to verification by government audit, at the discretion of Canada, before or after payment is made to the Contractor.

If the audit demonstrates that the certification is in error after payment is made to the Contractor, the Contractor must, at the discretion of Canada, make repayment to Canada in the amount found to be in excess of the lowest price or rate or authorize the retention by Canada of that amount by way of deduction from any sum of money that may be due or payable to the Contractor pursuant to the Contract.

If the audit demonstrates that the certification is in error before payment is made, the Contractor agrees that any pending invoice will be adjusted by Canada in accordance with the results of the audit. It is further agreed that if the Contract is still in effect at the time of the verification, the price or rate will be lowered in accordance with the results of the audit.

1.10 **Accounts and Audit**

- 1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
- 2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
- 3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.

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4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time. Canada does not lose this right.

1.11 Time Verification

Time charged and the contract price of incidental materials used are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

Invoicing Instructions

- 1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- Each invoice must be supported by:
 - a. a copy of time sheets to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the Contract:
 - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and livina expenses:
 - d. a copy of the monthly progress report.
- Invoices must be distributed as follows:
 - a. One (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract.

1.13 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

1.14 Certifications Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that

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any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

1.15 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

1.16 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2016-04-04) General Conditions Professional Services (Medium Complexity) (2016-04-04)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment
- (e) Annex C, Security Requirements Check List;
- (f) Supply Arrangement Number E60ZT-120001/185/ZT; and
- (g) the Contractor's bid dated August 18, 2017.

1.17 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

1.18 Replacement of Specific Individuals

- 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - the name, qualifications and experience of the proposed replacement; and (a)
 - proof that the proposed replacement has the required security clearance granted by Canada, if applicable,
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order



that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

1.19 Ownership

- 1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

1.20 Limitation of Liability - Information management/Information Technology

 a. Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whather the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract preestablishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

b. First Party Liability:

- i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - A. any infringement of intellectual property rights to the extent the Contractor breaches the section entitled "Intellectual Property Infringement and Royalties";
 - B. physical Injury, including death.
- II. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to





encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.

- v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:
 - A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" used to order services under this instrument).
- vi. In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract.
- vii. If Canada's records or data are harmed as a result of the Contractor's negligence or wiliful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.
- c. Third Party Claims:
 - i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
 - ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
 - iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.



ANNEX "A" STATEMENT OF WORK

TITLE: Stream 3 - Information Management (IM)/ IT Services - 3.3 Database Analyst - Senior

SW1 BACKGROUND

Department of Indian Affairs and Northern Development (DIAND) is responsible for meeting the Government of Canada's obligations and commitments to First Nations, Inuit and Métis, and for fulfilling the federal government's constitutional responsibilities in the North.

Application Development and Database and Data Administration (ADDDA), as a part of the Information Management Branch (IMB) within the department, provides high quality application and database development and maintenance services to the department while ensuring cost effectiveness, consistency with GOC policies and guidelines and the use of industry best practices.

With the increase in projects and application enhancement activities, the Database and Data Administration group within ADDDA requires an experienced Database Analyst to lead a complex Oracle Database Development Project.

SW2 SCOPE OF WORK

The Database Analyst will be responsible to plan, design and implement the automation of the database review process in an Oracle RDBMS environment (10g, 11g, 12c). The automated process will be used by the Database Group to ensure the new and enhanced applications' database structures are implemented in accordance with the ADDDA data modelling and database development standards and guidelines.

SW3 TASKS

The resource will perform the following tasks:

- Preparing a project plan including timelines:.
- Designing, implementing and automating the database review process using PL/SQL;
- Developing and implementing database review recommendation report and remediation plan
- Developing and implementing a database review procedure document.
- integrating new automated review process with ADDDA Application Development and System Development Life Cycle (SDLC) methodologies.
- Training and mentoring junior Database Analysts on how to use the new automated review process to conduct database reviews.
- Reporting progress of the project on a weekly basis.

SW4 DELIVERABLES

- A completed and approved project plan including timelines:
- Completed and tested automated database review process written in PL/SQL available to the database group when require for database reviews;

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- A clear, concise and implemented database review procedure document available to the database group when require for database reviews;
- Developed and implemented database review recommendation report and remediation plan templates available to the database group when require for database reviews;
- Junior database analysts are trained and capable to conduct database reviews using the automated process;
- Status updates on the project are provided weekly.

SW5 LOCATION

The work to be completed under the contract must be conducted on site at DIAND, located in Gatineau Quebec. The contracted resource is responsible for travel time and travel cost, including any costs related to vehicle parking at the work location (9 Blvd Montclair, Gatineau) or parking fees to attend meetings at other DIAND buildings (e.g., 10 Wellington, Gatineau).

SW6 TRAVEL REQUIREMENT

No travel outside of the National Capital Region is required for this contract.

SW7.SUPPORT

DIAND will provide, as needed, the contracted resource with:

- access to DIAND facilities;
- access to the DIAND Project Authorities and/or other DIAND personnel for meetings, consultations, and information for the successful completion of the contractor's work and any authorized task(s);
- access to relevant documentation and reference materials to which the Contractor would not otherwise have access as required to complete the work, including access to DIAND's document repository (CDIM);
- timely review of, and feedback on, contractor submissions:
- Other assistance and support as appropriate.

SW8 LANGUAGE OF WORK

The language of work and correspondence for this Contract is English. The language of all written deliverables shall be English.



s.20(1)(b) s.20(1)(c)

ANNEX "B"

BASIS OF PAYMENT

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work to the limitation of expenditure of \$74,802.00. Customs duties are included and Applicable Taxes are extra.

,	Period: Upon Contract to March 31, 2018	All-inclusive fixed Per-Diem Rate	Volumetric Data (estimated)	Total
		A	B	C = A x B
1	Stream 3 – Information Management (IM)/IT Services – 3.3 Database Analyst – Senior Resource:			\$74,862400
4	Applicable Taxes (14.975%)	Insert the am	ount, as applicable:	\$11,201.60
5	Total:			\$86,003.60

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et du Nord Canada

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Loi sur l'Accès à l'informa**Contract 4500368330**

ANNEX "C" SECURITY REQUIREMENTS CHECK LIST

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Public Works and Government Travaux publics et Services Services Canada

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PURCHASING OFFICE - BUREAU DES ACHATS

Department of Indian Affairs and Northern Development

10 Wellington Street, Room 195 Gatineau, Quebec K1A 0H4

CONTRACT - CONTRAT

Canada accepts your bid to provide to Canada the goods, services or both described in the Contract in accordance with the conditions and at the prices set out in the Contract.

Le Canada accepte votre soumission de fournir au Canada les biens, services ou les deux décrits dans le contrat conformément aux conditions et aux prix prévus au contrat.

Name and Address of Contractor Nom et adresse de l'entrepreneur

QMR Staffing Solutions Inc 75 Albert St. Suite 906 Ottawa, ON

K1P5E7

ProServices SA E60ZT-120001/462/ZT

Canada

PWGSC-TPSGC 9400-4 (02/2014)

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ProServices

Medium Complexity Bid Solicitation and Resulting Contract Template (MC) For Directed Contracts below 25K

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Delivery Requirements outside a Comprehensive Land Claims Settlement Area

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

1.1 Security Requirements

- Security Requirement for Canadian Supplier: PWGSC File #Common-PS SRCL#6
- The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- 4. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
- Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

The Contractor/Offeror must comply with the provisions of the:

- a) Security Requirements Check List and security guide (if applicable), attached at Annex _C__;
- b) Industrial Security Manual (Latest Edition).

1.2 Statement of Work

This Contract is being issued for the requirement of Professional Services for the Department of Indian Affairs and Northern Development under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

1.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

1.3.1 General Conditions

2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

1.4 Term of Contract

1.4.1 Period of the Contract

The period of the Contract is from date of Contract to October 31, 2017.

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1.5 Authorities

1.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Department of Indian Affairs and Northern Development 10 Wellington Street, Gatineau, QC K1A 0H4

Contact Name:

Alma Moyeda, Procurement Officer

Telephone:

819-953-6153

Facsimile:

819-953-7721

E-mail address:

alma.moyeda@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

1.5.2 Project Authority

Department of Indian Affairs and Northern Development 10 Wellington St. 12th Floor, Gatineau, QC K1A 0H4

Contact Name:

dean Philippe Simera - Director

Transfer Payments Advisory Services

Telephone:

5 19 084 0905 819-953-1093

Facsimile: E-mail address:

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The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

1.5.3 Contractor's Representative

QMR Staffing Solutions Inc. 75 Albert St., Suite 906, Ottawa, ON K1P 5E7

Contact Name: Telephone: E-mail address:

1.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice</u>: 2012-2 of the Treasury Board Secretariat of Canada.

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1.7 Payment

1.7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$21,500.00 Applicable Taxes are extra.

1.7.2 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

1.7.3 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$ 21,500.00
 Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

1.8 Method of Payment – Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

1.9 Accounts and Audit

- The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
- 2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.

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- 3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
- 4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

1.10 Invoicing Instructions

- The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- 2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

1.11 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

1.12 Certifications Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

1.13 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Page 5 of - de 16

1.14 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2016-04-04) General Conditions Professional Services (Medium Complexity)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment
- (e) Annex C, Security Requirement Check List
- (e) Supply Arrangement Number E60ZT-120001/462/ZT; and
- (f) the Contractor's bid dated August 24, 2017

1.15 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

1.16 Replacement of Specific Individuals

- 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

1.17 Ownership

- 1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

Page 6 of - de 16

- 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

1.18 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

1.19 Intellectual Property Infringement and Royalties

- 1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to <u>Department of Justice Act</u>, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- 3. The Contractor has no obligation regarding claims that were only made because:
 - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
 - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
 - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
 - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
- 4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

Page 7 of - de 16

- (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
- (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
- (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

ANNEX "A" STATEMENT OF WORK

TITLE: Financial Management Advisor

SW1 BACKGROUND

The DIAND Transfer Payments Advisory Services (TPAS) is under pressure to deliver ongoing services to ours internal Clients to the benefit of the indigenous community. The team dld a major restructuration and we are now proceeding with several staffing process.

The Centre of Expertise provides advisory and support services through policies, directives and other activities, including the:

- Development of National Funding Agreements Models
- Development of Guidelines, Information Bulletins and Best Practices
- Enhancement of Stakeholders' Engagement
- Establishment of Funding Agreement Service Standards
- First Nations and Inuit Transfer Payment System Management
- Integrated Management Control Framework for Grants and Contributions
- National Monitoring, Compliance and Reporting
- National Oversight on Grants and Contributions Management
- Recipient Audit Plan
- National Transfer Payment Management Training

SW2 REQUIREMENT

Transfer Payments and Advisory Services (here on referred to as the "project authority") is seeking the services of a consultant to assist the Department provide advisory and support services through policies and directives development. As well as any related activities such as inter-department consultations, to assist the department in developing new policies aligned with the coming recommendations of the GoC under the New Fiscal Relationship with indigenous communities.

SW3 SCOPE OF WORK

Resource - Senior Financial Management

- Formulating proposals for new government regulations, policies and guidelines pertaining to grants and contributions:
- Developing revisions to existing regulations, policies and guidelines pertaining to grants and contributions management practices;
- Providing advice regarding the financial and non-financial implication of changes in the Grants and Contributions programs;
- Providing advice and guidance to management on all matters pertaining to Grants and Contributions reporting, monitoring and control;
- Providing advisory services to ensure understanding, acceptance, uniform implementation and effectiveness of new or revised financial and operational management policies;
- Promoting acceptance of new grants and contributions practices, systems and procedures;
- Coordinating TPAS responses to the reports of the Auditor General and to other internal reports;
- Monitoring Grants and Contributions agreements to ensure that all terms and conditions are met and make recommendations for payment; and
- Support of the policy reviews pertaining to the predictability and sufficiency of funding as well as mutual accountability of Indigenous Recipient.

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SW4 LANGUAGE REQUIREMENT

The resource must have the ability to effectively communicate orally and in writing in English

SW5 LOCATION

The work to be completed under the contract must be conducted on site at DIAND, located at 10 Wellington St, Gatineau, QC. The contracted resource is responsible for travel time and travel cost, including any costs related to vehicle parking at the work location.

Contract 4500368370

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ANNEX "B" BASIS OF PAYMENT

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work to a limitation of expenditure of \$21,500.00. Applicable Taxes are extra.

	Period Contract award to March 31, 2018	All-inclusive fixed Per-Diem Rate	Volumetric Data (estimated)	Total
		A	· •	C=AxB
4	Stream 10 – Project Management Services 10.8 Financial Specialist – Senior Resource Combined Sections			\$21,500.00
2	Applicable Taxes (QST: 14.975%)			\$3,219.62
3	Total:			\$24,719.62

ANNEX "C" SECURITY REQUIREMENT CHECK LIST

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Contract Security ProgrampProgramme de sécurité des contrats /
Public Services and Programment Canada Services publics et Approvisionnement Canada
Jacques Saumus@tjago-pvgac.go.ca
Telaphons | Téléphons 613-648-1732

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Amendment Number 1

All correspondence and invoices must show the file and Contract number

Contract Number: 4500368376	File Number: 1632-11/4500368376
EPSI Inc 6, Rue Ste-MArie	Human Resources Services - Staffing Consultant
Gatineau, QC	200000000000000000000000000000000000000
JBY 2A3	
	March 7, 2018

The Contractor shall continue to provide the services in accordance with the terms and conditions of the original Contract and all amendments thereto. The Contract is amended as follows:

Delete:

1.4.1. Period of the Contract

The period of the Contract is from contract award to March 31, 2018

Replace with:

1.4.1. Period of the Contract

The period of the Contract is from contract award to June 30, 2018.



Released under the Access to Information Act

Communiqué en vertu de la 500368376

Loi sur l'Âccès à l'information

Aboriginal Affairs and Northern Development Canada

I. Delete ANNEX "B" BASIS OF PAYMENT in its entirety and Replace with:

ANNEX "B"

s.19(1)

BASIS OF PAYMENT

s.20(1)(b)
The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work to a limitation of expenditure of \$21,385.00. Applicable Taxes are extra.

	Period Contract award to June 30, 2018	All-inclusive fixed Per-Diem Rate	Volumetric Data (estimated)	Total
		A	B	C=AxB
1	Stream 8 - Human Resources Services 8.8 Staffing Consultant			(12,765)(0)
2.	Administer the National Society of Ocean Energy Multiple Choice In-Basket Exercise (NSOE)			Friendo
3	Reference Check			\$1423,40
4.	The state of the s			\$21,585.00
5	Applicable Taxes (QST 14.975%)		12°°	\$3,232.35
6	Total:			824,817.35

All other terms and conditions remain the same.

A Original Contract value	\$24,817.35
B Net change by smendment numbers N/A	\$0,00
C This amendment number 1	\$0.00
D Revised total value of Contract	\$24,817.35
We acknowledge receipt of this Amendment number 1 and agree to the Terms and Conditions set out therein	Signed, sealed and delivered on behalf of Her Majesty
<u> </u>	Brano Paradis Contract Officer, Procurement

NCR#10220462 - vi



Public Works and Government Services Canada Travaux publics et Services gouvernmentaux Canada

s.19(1)

PURCHASING OFFICE - BUREAU DES ACHATS

Department of Indian Affairs and Northern **Development**

10 Wellington Street, Room 195 Gatineau, Quebec K1A 0H4

CONTRACT - CONTRAT

Canada accepts your bid to provide to Canada the goods, services or both described in the Contract in accordance with the conditions and at the prices set out in the Contract.

Le Canada accepte votre soumission de fournir au Canada les biens, services ou les deux décrits dans le contrat conformément aux conditions et aux prix prévus au contrat.

Name and Address of Contractor Nom et adresse de l'entrepreneur

EPSI Inc 6, rue Ste-Marie Gatineau, QC

J8Y2A3

ProServices SA E60ZT-120001/053/ZT



PWGSC-TPSGC 9400-4 (02/2014) A0454877 97-000097 Released under the Access to Information Act

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Department of Indian Affairs and Northern Development 9 Montclair St. Gatineau, Quebec K1A 0H4					
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Address inquiries to: - Adresser toute demande de renseignements à :					
alma.moyeda@canada.ca					
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ProServices

Medium Complexity Bid Solicitation and Resulting Contract Template (MC) For Directed Contracts below 25K

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Delivery Requirements Outside a Comprehensive Land Claims Settlement Area

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

1.1 Security Requirements

Security Requirement for Canadian Supplier: PWGSC File #Common-PS SRCL#32

- The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED A, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CISD/PWGSC.
- The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of PROTECTED A.
- Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 5. The Contractor/Offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex __C__;
 - b. Industrial Security Manual (Latest Edition).

1.2 Statement of Work

This Contract is being issued for the requirement of Professional Services for the Department of Indian Affairs and Northern Development under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

1.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

1.3.1 General Conditions

2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

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1.4 Term of Contract

1.4.1 Period of the Contract

The period of the Contract is from contract award to March 31, 2018.

1.5 Authorities

1.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Department of Indian Affairs and Northern Development 10 Wellington Street, Gatineau, QC K1A 0H4

Contact Name:

Alma Moyeda, Procurement Officer

Telephone:

819-953-6153

Facsimile:

819-953-7721

E-mail address: <u>alma.moveda@canada.ca</u>

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

1.5.2 Project Authority

Department of Indian Affairs and Northern Development 9 Montclair St., Gatineau, QC K1A 0H4

Contact Name:

Matthework Silvavong - Manager, Data and Detailable Administration

Telephone: 613-614-0904 Facsimile: 613-614-0904

E-mail address: (satthavone suvavonoticanada ce

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

1.5.3 Contractor's Representative

EPSIInc

6, rue Ste-Marie, Gatineau, QC J8Y 2A3

Contact Name: Telephone:

E-mail address:

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1.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice</u>: 2012-2 of the Treasury Board Secretariat of Canada.

1.7 Payment

1.7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$21.585.00 Applicable Taxes are extra.

1.7.2 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

1.7.3 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$ 21,585.00
 Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

1.8 Method of Payment – Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

1.9 Accounts and Audit

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all

Page 4 of - de 21

invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.

- 2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
- 3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
- 4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

1.10 Invoicing Instructions

- The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- Invoices must be distributed as follows:
 - The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

1.11 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

1.12 Certifications Compliance

The continuous compliance with the certifications provided by the Contractor in its bld and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

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1.13 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

1.14 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions <u>2010B</u> (2016-04-04) General Conditions Professional Services (Medium Complexity)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment
- (e) Annex C, Security Requirement Check List
- (e) Supply Arrangement Number E60ZT-120001/053/ZT; and
- (f) the Contractor's bid dated August 30, 2017

1.15 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

1.16 Replacement of Specific Individuals

- If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

1.17 Ownership

- 1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such Page 6 of de 21

payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

- 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

1.18 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

- 1.19 Intellectual Property Infringement and Royalties
- 1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to <u>Department of Justice Act</u>, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- 3. The Contractor has no obligation regarding claims that were only made because:
 - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
 - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
 - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
 - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that

Page 7 of - de 21

infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

- 4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
 - (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

ANNEX "A" STATEMENT OF WORK

TITLE: ADDDA CS-04 Staffing Process

SW1 BACKGROUND

As part of its approved HR Plan, the ADDDA (Application Development/Database and Data Administration) has a need to staff key CS-4 positions.

SW2 OBJECTIVE:

ADDDA is seeking the help of a firm to provide resources and services to assist in the staffing process of CS-04 Manager(s).

SW3 SCOPE OF WORK:

The work to be performed is as follows:

- Conduct of pre-screening
- Assessment of written communication based on pre-screening answers
- Provision of an In-Basket exercise
- Provision of a Case study exercise
- Provision of a Structured interview
- · Participating in all interview processes as assessors and documenting the final results
- Provision of a Reference Check Guide
- Conduct of telephone interviews
- Contacting and scheduling all candidates for interviews
- · Provision of the contractor's assessment center
- Participation of a qualified assessor in conduct of the interviews
- Providing advice on any behavior based testing
- Provide all necessary administrative services
- Above services must also be provided to candidates from DIAND regions if required.

SW4 OUTPUT/DELIVERABLES:

The deliverables of this assignment include, but are not limited to the following:

- Results, with documented evidence, of pre-screening process
- · Correction and results of the written communication assessment
- Correction and results of the In-Basket exercise
- Case study exercise including standardized answer grid and validation
- Structured interview material including standardized answer grid and validation
- Reference Check Guide
- Reference Check Reports

The contractor is responsible for the work and the deliverables as indicated. DIAND will be available for review and approval of all required materials in the timeframe indicated in the work plans agreed to by both parties.

The final documentation in terms of In-Basket, Case Study exercises and interviews materials must be provided in both official languages. Results and grids can be provided in English only

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The contractor must provide the facilities for the administration of the Communication and Case Study exercises and the interviews for the candidates and staffing board.

SW5 DEPARTMENTAL SUPPORT:

The Department will provide the following to the Contractor:

- DIAND will provide timely access to resources for information gathering, consultations, and reviews of draft and final deliverables.
- The work shall be completed at the contractor's site and shall require visits to DIAND facilities within the NCR

SW6 LANGUAGE REQUIREMENT:

The resources must have the ability to effectively communicate orally and in writing in French and English (Advanced level)

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ANNEX "B" BASIS OF PAYMENT

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work to a limitation of expenditure of \$21,585.00 Applicable Taxes are extra.

	Period Contract award to March 31, 2018	All-Inclusive fixed Per-Diem Rate	Volumetric Data (estimated)	Total
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1	Stream 8 – Human Resources Services 8.8 Staffing Consultant			
2	Administer the National Society of Ocean Energy Multiple Choice In-Basket Exercise (NSOE)			
3	Reference Check			
4				\$21,585.00
5	Applicable Taxes (QST 14.975%)			\$3,232.35
6	Total:			\$24,817.35

ANNEX "C" SECURITY REQUIREMENT CHECK LIST

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11. d) Will the supplier be required to use its IT systems to electronically process, information or data? I.m fournisseur some-t-it term children one progress, systemes informatiques remanignements ou des downless PROTEGES et/ou CLASSIFIÉS?	More V Mad
 e) Will there be an electronic link between the supplier's IT systems and the p Disposers-t-on d'un lieu électronique entre le système informatique du fou gouvernementale? 	overniment disput/mant or agency? This agence

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Affaires autochtones et du Nord Canada

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#### **CONTRACT - CONTRAT**

## **PURCHASING OFFICE - BUREAU DES ACHATS:**

Department Name - Nom du Ministère Indian Affairs and Northern Development (DIAND

Mailing Address - Adresse postate 10 Wellington St., 13th Floor Gatineau, Québec K1A 0H4

## CONTRACT/CONTRAT

Your proposal is accepted to sell to Her Majesty the Queen in right of Canada, as represented by the Minister of Indian Affairs and Northern Development, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the supplies and services listed herein and on any attached sheets at the price or prices set out therefor.

Nous acceptons votre proposition de vendre à Sa Majesté la Reine du chef du Canada, représentée par le Ministre des Affaires indiennes et du Nord, aux conditions énoncées ou incluses par référence dans les présentes et aux annexes cijointes, les articles et les services énumérés dans les présentes et sur toute feuille cl-annexée, au(x) prix indiqué(s).

Contractor - Entrepreneur :

Name - Nom

The VCAN Group

Address - Adresse
275 Stater Street, Suite 900
Ottawa, Outario
K1P 5H9

AANDC File No. - No de référence des AADNC 1000194285 Date of Contract (YYYYMMDD) - Date tlu contrat (AAAAMMJJ) 2017-09-06 Contract No. - No du contrat 4500368704 Financial Code(s) - Code(s) financiar(s) Destination(s) of Services - Destination(s) des services 9 Montclair St., Gatineau, Qc invoices are to be submitted by Email to: se factures doivent être acheminées par courriel à : Jonu Financo grandac-sando go.ca Address Inquiries to: Adresser toute demande de renseignements à : Bruno.Paradis@aaduc-aande.gc.ca Telephone Number Facsimile Number Numéro de téléphone Numéro de télécopleur (819) 994-7284 (819) 953-7721 Total Estimated Cost - Coût total estimatif \$85,943.81 Applicable Taxes - Taxes applicables included inclus O Excluded En aus For the Minister - Pour le Ministre Signing Authority Name - Nom du signataire Bruno Paradis Signing Authority Title - Titre du signataire Senior Procurement Officer 2017-09-06 Date (YYYYMMODD) - (AAAAMMALI)

The following clauses and conditions apply to and form part of the contract:

- 1. Security Requirements
- 1.1 The following security requirements (SRCL and related clauses provided by Contract Security Program) apply and form part of the Contract.

# Common PS SRCL #19 Security Clauses:

# Security Requirement for Canadian Supplier: PWGSC File #Common-PS SRCL#19

- The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of **RELIABLITY STATUS**, **CONFIDENTIAL** or **SECRET** as required, granted or approved by CISD/PWGSC.
- 3. The Contractor/Offeror MUST NOT remove any PROTECTED/CLASSIFIED Information from the Identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
- 4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 5. The Contractor/Offeror must comply with the provisions of the:
  - Security Requirements Check List and security guide (if applicable), attached at Annex "C";
  - b. Industrial Security Manual (Latest Edition).

## 2. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A"

## 3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manuel</u> (<a href="https://buyandsell.gc.ca/policy-and-quidelines/standard-acquisition-clauses-and-conditions-manual">https://buyandsell.gc.ca/policy-and-quidelines/standard-acquisition-clauses-and-conditions-manual</a>) issued by Public Works and Government Services Canada.

## 3.1 General Conditions

2010B (2016-04-04), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract with the following adaptations:

 References to Public Works and Government Services Canada (PWGSC) are replaced by the Department of Indian Affairs and Northern Development (DIAND); and

- b) "Pursuant to the Department of Public Works and Government Services Act (S.C. 1996, c.16," is deleted from the text under Section 2 Standard Clauses and Conditions.
- c) Section 10, Subsection 1 is amended as follows:

Delete: "Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery".

Insert: "Invoices must be submitted by Email to the Project Authority In the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery".

d) Section 10, Subsection 2, paragraph a. is amended as follows:

Delete: "the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s)".

insert: "the contract title and number, the date, deliverable/description of the Work and financial code(s)".

e) Insert:

2010B 36 (2015-04-01) indemnification

The Contractor must indemnify and save harmless Canada from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by or attributable to the activities of the Contractor under this Contract.

- 4. Term of Contract
- 4.1 Period of the Contract

The Work is to be performed during the period of September 14, 2017 to March 31, 2018.

- 5. Authorities
- 5.1 Contracting Authority
  The Contracting Authority for the Contract is:

Name: Bruno Paradis

Title: Senior Procurement Officer

Department of Indian Affairs and Northern Development Directorate: Materiel and Assets Management Directorate

Address: 10 Wellington St., 13th Floor, Gatineau, Québec, K1A 0H4

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Telephone:

819-994-7284

Facsimile:

819-953-7721

E-mail address: Bruno.Paradis@aadnc-aandc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

## 5.2 Project Authority

The Project Authority for the Contract is:

Name: Jackson Ji

Title: Team Leader, Database Administration

Department of Indian Affairs and Northern Development

Directorate: IMB - ADDA

Address: 9 Montclair, Gatineau, Québec, K1A 0H4

Telephone:

819-743-3619

Facsimile:

819-994-7825

E-mail address: JacksonJi@canada.ca

The Project Authority is the representative of the department for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority however the Project Authority has no authority to authorize changes to the scope of the Work can only be made through a contract amendment Issued by the Contracting Authority.

## 5.3 Contractor's Representative

Name:

Title: Sales Operations Manager, The VCAN Group

Address: 275 Slater Street, Suite 900, Ottawa, Ontario, K1P 5H9

Telephone:

613-288-0450

Facsimile:

613-822-8003

E-mail address:

# 6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice</u>: 2012-2 of the Treasury Board Secretariat of Canada.

- 7. Payment
- 7.1 Basis of Payment

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The Contractor will be paid in accordance with the Basis of Payment at Annex "B"

## 7.2 Limitation of Price

SACC Manual clause C6000C (2017-08-17) Limitation of Price

## 7.3 Method of Payment – Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- all such documents have been verified by Canada; and
- the Work performed has been accepted by Canada.

## 7.4 SACC Manual Clauses

"Removed"

## 7.5 Electronic Payment

Method of invoice payment by the Department of Indian Affairs and Northern Development is by direct deposit to the Contractor's financial institution of choice.

If not registered for direct deposit payments, to enable payment, the Contractor must complete the Department of Indian Affairs and Northern Development Electronic Payment Request form (http://www.aadnc-aandc.gc.ca/eng/1362499152985/1362499322435), and submit the form to the address provided.

## 7.6 T1204 - Direct Request By Department

- 7.6.1 Pursuant to paragraph 221 (1)(d) of the <u>Income Tax Act</u>, R.S. 1985, c. 1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
- 7.6.2 To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).
- Involcing Instructions
- The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions and under subsection 6.3.1 c) and d) of this

contract. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a copy of time sheets to support the time claimed;
- a copy of the release document and any other documents as specified in the Contract;

Invoices must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## Certifications and Additional Information

#### 9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

## 9.3 SACC Manual Clauses

"Removed"

#### 10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

## 11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2016-04-04), General Conditions Professional Services (Medium Complexity)
- (c) Annex A, Statement of Work:
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;

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# (f) the Contractor's bid dated August 21, 2017

#### 12. Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

## 13. Official Languages

Any Contractor who carries out work on behalf of DIAND or Indian, Oil and Gas Canada (IOGC) in a location where the Department or Agency is required to provide services or communications to the public in both official languages, must also do so in both official languages. In DIAND, those locations are its regional offices located in Amherst, Quebec, the National Capital Region (NCR), Toronto, Winnipeg, Regina, Edmonton, Vancouver, Iqaluit, Yellowknife and Whitehorse and in IOGC, the Calgary regional office.

# 14. Foreign Nationals (Canadian Contractor)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

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#### ANNEX "A"

## STATEMENT OF WORK

Department of indian Affairs and Northern Development (DIAND)
TECHNICAL ARCHITECT - LEVEL 3, DATABASE MANAGEMENT SYSTEM

#### A. BACKGROUND

The Department of Indian Affairs and Northern Development (DIAND) is responsible for meeting the Government of Canada's obligations and commitments to First Nations, Inuit and Métis, and for fulfilling the federal government's constitutional responsibilities in the North.

Database and Data Administration (ADDDA), as a part of the information Management Branch (IMB) within the department, provides high quality application and database development and maintenance services to the department while ensuring cost effectiveness, consistency with Government of Canada (GOC) policies and guidelines and the use of industry best practices. With the increase in projects and application enhancement activities, the Database Administration group within ADDDA requires expertise to ensure the database infrastructure has the capacity and stability for growth.

The objective is to develop technical architecture, frameworks and strategies to support DIAND's database management systems, and to develop the capacity in anticipation of the increased demand of department.

#### B. SCOPE OF WORK

The resource will perform the following duties:

- Develop a five-year roadmap of the DIAND database infrastructure, including migration, upgrade strategy to Oracle 12C using multi-tenant architecture for delivery of functional, robust and scalable database system.
- Evaluate hardware and software of the DIAND database backup and recovery to determine actual and potential bottlenecks, and recommend hardware changes and process improvements.
- Analyse, develop and recommend a fallover architecture for DIAND business missioncritical database systems and DIAND database monitoring tool Cloud Control.
- Review business and application requirements for data, analyse data flow, and Analyse and develop a strategy of the technical infrastructure to meet business needs such as but not limited to interoperability with SSC backup technology, integration of business data flow, availability requirements and technology.
- Provide expertise to support decision on improvements within the area of database design and administration including technical, capacity and performance planning, and problem management.

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#### In addition:

- All project related work must be performed to the satisfaction of the departmental Project Authority and IMB's Planning and Project Management Office (PPMO);
- All work performed will be in accordance with the Department's application development framework and all associated standards and frameworks and will be subject to periodic QA reviews;
- All contracted work will be performed in the National Capital Region (NCR) at DIAND premises, using DIAND technologies;
- All documentation is to be developed, managed and stored according to DIAND standards and practices;
- All technical and/or research documentation gathered during the course of this SOW is to be in DIAND document repository – CIDM (DIAND's RDIMS implementation);
- All contracted deliverables and intellectual property developed during the course of this SOW will remain the property of the Crown.

## C. GOVERNANCE AND REPORTING

The Consultant will report to the contracting firm account representative.

Location of Work Indigenous and Northern Affairs Canada 9 boul. Montclair, Floor 2.

#### Replacement

Should the original resource provided for this contract be unable to fulfill the requirement, a replacement resource who meets all of the mandatory requirements may be substituted with the approval of the Project Authority. If the replacement resource is not approved by the Project Authority the contract shall be considered ended.

## D. CONTRACT TERMS AND DURATION

These services are to be provided as required basis between September 14, 2017 and March 31, 2018. The service and support shall not exceed the value of the contract amount as follows:

#### E. DIAND CONTACTS

DIAND

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#### F. DELIVERABLES

Deliverables include:

- Documented Record of Decision reflecting the process and reporting on the Department's consensus assessment outcomes and rationales;
- Written advice and recommendations on the design, governance, process and tools to be used based on the review of the draft assessment process, including governance, composition of the assessment committee, assessment criteria and weightings by the Department in the Options Assessment to support DIAND in achieving a balanced, neutral and fair assessment process; and
- Independent report on the fairness of the Department's completed assessment process including lessons learned from other large initiatives undertaken by IMB in the past and recommendations.

## **Greening Government Operations**

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competting goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances.

Furthermore, in June 2008 the <u>Federal Sustainable Development Act</u> was passed to provide the legal framework for developing and implementing a Federal Sustainable Development Strategy that will make environmental decision making more transparent and accountable to Parliament. A Federal Sustainable Development Strategy is developed every three years that includes shrinking the environmental footprint of government operations. Green procurement is a key enabler of these objectives.

In accordance with the <u>Policy on Green Procurement</u> and Federal Sustainable Development Strategy, for this requirement:

#### General

- The Contractor is encouraged to offer or suggest green solutions whenever possible.
- b) The Contractor should consider the complete lifecycle of products and services provided to favor strategies, processes, and materials that assure sustainable development.
- c) The Contractor should use green meetings practices when conducting workshops and meetings. Guides to green meeting practices are available through Environment Canada and the United Nations Environment Program.

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#### Travel

- The Contractor is encouraged to work off-site to reduce commuting requirements where security requirements allow.
- b) The Contractor is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
- c) Where transportation is required, the Contractor is encouraged to use environmentally preferred modes of transportation, where feasible.
- d) The Contractor is encouraged to use accommodations with environmental ratings:

  Contractors of the Government of Canada may access the <a href="PWGSC Accommodation">PWGSC Accommodation</a>

  Directory to search for accommodations with Green Key and/or Green Leaf ratings that will honor the pricing for Contractors.

#### Paper Consumption

- a) The Contractor is requested to provide all correspondence including (but not limited to) their bid, documents, reports and invoices in electronic format unless otherwise specified by the Contracting Authority or Project Authority, thereby reducing printed material. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Contracting Authority or Project Authority.
- b) Printed material is requested on paper that is EcoLogo certified or equivalent, certified as using fibre originating from a sustainably managed forest and/or minimum recycled content of 30%. Paper is also to be processed chlorine free, whenever possible.
- c) The Contractor should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).

## Goods Used in Service Delivery

- a) It is desirable that the Contractor, in provisioning the Service, procure equipment, such as computer equipment, peripherals and telephony equipment that meet the most current environmental specifications used by the Government of Canada when procuring similar equipment, without reducing the service quality and effectiveness, whether this equipment is owned by the Contractor or procured by the Contractor for Government of Canada customers. Government of Canada environmental specifications can be found in the Green Procurement Plans available online or by contacting AchatsEcologiques.GreenProcurement@tpsgc-pwgsc.gc.ca.
- b) It is desirable that the Contractor, in provisioning the Service, procure equipment and implement solutions that minimize the overall energy use without reducing the service quality and effectiveness, whether this equipment is owned by the Contractor or procured by the Contractor for Government of Canada customers.
- The Contractor is required to use provincial e-waste recycling programs for the disposal of electronic assets owned by the Contractor and used to deliver the Service to Canada. In provinces where provincial programs do not exist or where equipment does not qualify for disposal by the provincial program, electronic assets should be disposed of via recyclers that have been approved under any other province's e-waste recycling

s.20(1)(b)

s.20(1)(c)

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#### ANNEX "E"

## BASIS OF PAYMENT

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$74,750.00. Customs duties are included and Applicable Taxes are extra.

Eric Bergeron -

= \$74,750.00

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ANNEX "C"

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## SECURITY REQUIREMENT CHECK LIST (SECHYmuniqué en vertu de la

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SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS) PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE Originating Government Department or Organization / 2. Branch or Directorate / Direction générale ou Direction Ministère ou organisme gouvernemental d'origine a) Subcontract Number / Numéro du contrat de sous-traitence 3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant 4. Brief Description of Work / Brève description du travail 5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? No Yes 5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Non Out Yes Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties sux dispositions du Régiement Mon Out sur le contrôle des données techniques? β. Iridicate the type of access required / Indiquer le type d'accès requis (6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTEGES et/ou CLASSIFIÉS? No Yes (Specify the level of access using the chart in Question 7. c) Non Out Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Yes Le fournisseur et ses employés (p. ax. nettoyeurs, personnel d'entretien) auront-lis accès à des zones d'accès restrointes? L'accès Non Out à des renseignements ou à des biens PROTÈGÉS et/ou CLASSIFIÉS n'est pas autorisé. 6. d) is this a commercial courier or delivery requirement with no overnight storage?

S'agit-il d'un contret de messagerie ou de livraison commerciale sans entreposage de nuit? No Yes 7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès Mon 1/ NATO / OTAN Foreign / Etranger 7. b) Release restrictions / Restrictions relatives à la diffusion No release restrictions All NATO countries No relegge restrictions Auctine restriction relative Yous les pays de l'OTAN à la diffusion Aucune restriction relative à la diffusion Not releasable À ne pas diffuser Restricted to: / Limité à : Restricted to: / Limité à : Restricted to: / Limité à : Specify country(les): / Préciser le(s) pays : Specify country(les): / Préciser le(s) pays : Specify country(les): / Préciser le(s) pays : 7. c) Level of information / Niveau d'information PROTECTED A NATO UNCLASSIFIED PROTECTED A PROTÉGÉ A NATO NON CLASSIFIÉ PROTĖGĖ A PROTECTED B NATO RESTRICTED PROTECTED B PROTÉGÉ 8 NATO DIFFUSION RESTREINTE PROTÉGÉ 8 PROTECTED C NATO CONFIDENTIAL PROTECTED C PROTÉGÉ C NATO CONFIDENTIEL PROTÉGÉ C CONFIDENTIAL NATO SECRET CONFIDENTIAL CONFIDENTIEL NATO SECRET CONFIDENTIEL SECRET COSMIC TOP SECRET SECRET SECRET COSMIC TRÈS SECRET SECRET TOP SECRET TOP SECRET TRÉS SECRET TRÉS SECRET

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Jacques Saumur

Contract Security Officer

Telephone No. - Nº de téléphone

Contracts Security Division|Division des contrats sécurité /

Contract Security ProgrampProgramme de sécurité des contrats /

Public Services and Procurement Canada| Services publics et Approvisionnement Canada

Facelmile No. - N° de télécopleur

Jacques.Saumur@tpsgc-pwgsc.gc.cs,

Telephone | Téléphone 612-948-1732

Fecalmile | Télécopieur 613-948-1712

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED



Public Works and Government Travaux publics et Services Services Canada

gouvernementaux Canada

## **PURCHASING OFFICE - BUREAU DES ACHATS**

s.19(1)

Department of Indian Affairs and Northern Development 10 Wellington Street Gatineau, QC K1A 0H4

# **CONTRACT - CONTRAT**

Canada accepts your bid to provide to Canada the goods, services or both described in the Contract in accordance with the conditions and at the prices set out in the Contract.

Le Canada accepte votre soumission de fournir au Canada les biens, services ou les deux décrits dans le contrat conformément aux conditions et aux prix prévus au contrat.

Name and Address of Contractor Nom et adresse de l'entrepreneur

Career Joy (1101417 Ontario)



PWGSC-TPSGC 9400-4 (02/2014)

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The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

## 6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

#### 6.2 Statement of Work

This Contract is being issued for the requirement of a Leadership Development & Executive Coaching Program of the Department of Indian Affairs and Northern Development, under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

## 6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

#### 6.3.1 General Conditions

 $\underline{2010B}$  2016-04-04, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

#### 6.4 Term of Contract

## 6.4.1 Period of the Contract

The period of the Contract is from date of Contract Award to March 31, 2018 inclusive.

#### 6.5 Authorities

## 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Client Department Name and Address: Indian Affairs and Northern Development 10 Wellington Street Gatineau, QC K1A 0H4

Contact Name: Bianca Richard Telephone: 819 934-7499 Facsimile: 819 953-7721

E-mail address: bianca.richard@aandc-aadnc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

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#### 6.5.2 Project Authority

Unden Affairs and Northern Nevespment
Atlantic Regional Operations
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Comzoi Name: Nathalie Levesque, Director, ESDPP Telephone: 902 661-6334 E-mail address. Nathalie levesque@aandc-aadnc.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

#### 6.5.3 Contractor's Representative

	t Name:	Operations/Finance	Manager
Telepho	nne:		~
E-mail (	address:		

## 6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice</u>: 2012-2 of the Treasury Board Secretariat of Canada.

#### 6.7 Payment

#### 6.7.1 Basis of Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

#### 6.7.2 Limitation of Price

SACC Manual clause C6000C 2011-05-16 Limitation of Price

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

## 6.8 Method of Payment - Monthly

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

Page 4 of - de 11

- an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

#### 6.9 Accounts and Audit

- The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
- 2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
- 3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
- 4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

#### 6.10 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

#### 6.11 Invoicing Instructions

- The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- 2. Each invoice must be supported by:
  - a copy of time sheets to support the time claimed;
  - b. a copy of the release document and any other documents as specified in the Contract;
  - a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;

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- d. a copy of the monthly progress report.
- 2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

# 6.12 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

## 6.13 Certifications Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

#### 6.14 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario

#### 6.15 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

(a) the Articles of Agreement:

(b) the general conditions 2010B 2016-04-04, General Conditions - Professional Services (Medium Complexity)

(c) Annex A, Statement of Work;

- (e) Annex B, Basis of Payment
- (f) Supply Arrangement Number E60ZT-120001/001/ZT; and
- (i) the Contractor's proposal, Sep 8th 2017.

# 6.16 Basis for Canada's Ownership of Intellectual Property

The Department of Indian Affairs and Northern Development has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

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#### 6.17 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

## 6.18 Replacement of Specific Individuals

- 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - (a) the name, qualifications and experience of the proposed replacement; and
  - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

#### 6.19 Ownership

- 1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

#### 6.20 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in

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the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

# 6.21 Intellectual Property Infringement and Royalties

- 1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to <u>Department of Justice Act</u>, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- 3. The Contractor has no obligation regarding claims that were only made because:
  - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
  - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
  - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
  - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
- 4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
  - (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
  - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
  - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

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# ANNEX "A" STATEMENT OF WORK

### Project Title:

**Executive Coaching Services** 

#### Objectives:

As a new Director within the Department of INAC, the resource is seeking executive coaching services to provide advice and assistance on:

- organizational cultural transformation;
- best practices for engagement with First Nations partners; and
- in the development of a executive leadership skills

### Scope of Work/Deliverables:

The scope of work is the provision of is the delivery of an overall executive coaching program to the resource which will include the following key deliverables:

- (8) One to one personalized coaching sessions
- Assessment of Leadership Abilities
- Assessment of Leadership Competencies
- A leadership Development Plan
- 30-60-90 Day Career Plan
- Executive Personal /Professional Image Consulting

The coaching services will be delivered via telephone or videoconferencing.

s.20(1)(b) s.20(1)(c)

# ANNEX "B" BASIS OF PAYMENT

## Project Budget

Total budget for this project amounts to \$4,879.45 including 15% HST (\$636.45).

Deliverables Career & Leadership Coaching Session -	Units	Unit Cost	Total Cost
includes curriculum, preparatory work, and travel costs			\$4,240.00
Subtotal			\$4,240.00
Total			\$551.20
8 76 95-51	***************************************		\$4,791.20

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## CONTRACT - CONTRAT

# **PURCHASING OFFICE - BUREAU DES ACHATS:**

Department Name - Nom du Ministère Department of Indian Affairs & Northern Development

Mailing Address - Adresse postale 10 Wellington Gatineau, Quebec KIA 0H4

## CONTRACT/CONTRAT

Your proposal is accepted to sell to Her Majesty the Queen in right of Canada, as represented by the Minister of Indian Affairs and Northern Development, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the supplies and services listed herein and on any attached sheets at the price or prices set out therefor.

Nous acceptons votre proposition de vendre à Sa Majesté la Reine du chef du Canada, représentée par le Ministre des Affaires indiennes et du Nord, aux conditions énoncées ou incluses par référence dans les présentes et aux annexes cijointes, les articles et les services énumérés dans les présentes et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Contractor - Entrop	Oneur:
Name - Nom	
Fujitsu Consulting	(Canada) Inc.
Address - Adresse 55 Metcalfe Street, I	Ste. 530

AANDC File No. - No de référence des AADNC 1000195194 Date of Contract (YYYYMMDD) - Date du contrat (AAAAMMJJ) 2017-09-27 Contract No. - No du bontrat 4500368RIR Financial Code(s) - Code(s) financier(s) 0420.122.A4150.ND9B.10000.A6876.54701 Destination(s) of Services - Destination(s) des services 10 Wellington, Gatineau, Quebec, K1A 0H2 Invoices are to be submitted by Email to: Les factures doivent être acheminées par courriel à : CFObmuFINANCE@andne-aandc.gc.ca Address inquiries to: Adresser toute demande de renseignements à : deborah.cacciato@aadnc-aandc.gc.ca c.c. HQContracts@aadne-aandc.gc.ca Telephone Number Facsimile Number Numéro de téléphone Numéro de télécopieur (819) 956-3606 (819) 953-7721 Total Estimated Cost - Coût total estimatif \$24,886,34 Applicable Taxes - Taxes applicables Included inclus O En sus For the Minister - Pour le Ministre Signing Authority Name - Nom du signataire **Deborah Cacciato** Signing Authority Title - Titre du signataire Senior Procurement Officer 2017-09-27 Date (YYYYMMOD) - (AAAAMALI)

INTRA 10-670-1 2017-02-10

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#### 1. Security Requirements

- The Contractor/Offeror must, at all times during the performance of the Contract hold a a) valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH b) hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- Subcontracts which contain security requirements are NOT to be awarded without the c) prior written permission of CISD/PWGSC.
- The Contractor/Offeror must comply with the provisions of the: d)
  - Security Requirements Checklist and security guide (if applicable), attached at i. Annex B; and.
  - ₩. Industrial Security Manual (Latest Edition).

#### 2. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

#### 3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-andguidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

#### 4. General Conditions

2010C (2016-04-04), General Conditions: Services (Medium Complexity) apply to and form part

#### 5. **Term of Contract**

#### Period of the Contract aì

The period of the Contract is from date of Contract award to November 30, 2017.

#### 6. **Authorities**

#### a) **Contracting Authority**

The Contracting Authority for the Contract is:

**Deborah Cacciato** Senior Procurement Officer Department of Indian Affairs & Northern Development (DIAND) **Procurement Services Section** 10 Wellington, 13th Floor, Rm. 169 Gatineau, Quebec K1A 0H4

Page 2 of - de 14

CONTRACTINO!!! 4500368818 Loi sur l'Accès à l'information

Telephone: (819) 956-3606

Email: deborah.cacciato@aadnc-aandc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

#### b) Project Authority

The Project Authority for the Contract is:

Hélène Lachance
National Manager. Geometric Services
Department of Indian Affairs & Northern Development (DIAND)
10 Wellington
Gatinsau, Quebec
K1A 0M4

Telephone (613) 301-1159 Email helene lachance@canada.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

## c) Contractor's Representative

Fujitsu Consulting (Canada) Inc. 55 Metcalfe Street, Ste. 530 Ottawa, Ontario K1P 6L5

Attention: Telephone: ( Email:

# 7. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

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Communiqué en vertu de la BONTRAGI NO. 4500368818 l'information

#### 8. Payment

#### **a**) Basis of Payment - Professional Fees

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$21,645.00. Customs duties are included and Applicable Taxes are extra.

Name of Resource	Resource Category	L-gvei	Per Diem	# of Days	Total
Mathieu Duval	Stream 2.10 – GIS Web Mapping Developer	(-2)			\$21, <b>645.0</b> 0
				T (9.975%):	\$2,159.08
		**************************************		GST (5%):	\$1,082.25
				Totali	\$24,886.34

#### 9. Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$21,645.00. Customs duties are included and Applicable Taxes are extra.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a) when it is 75% committed, or
- b) four months before the contract expiry date, or
- as soon as the Contractor considers that the contract funds provided are inadequate for c) the completion of the Work,

whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.



Public Works and Government Travaux publics et Services Services Canada

gouvernementaux Canada

## **PURCHASING OFFICE - BUREAU DES ACHATS**

Department of Indian Affairs and Northern Development

10 Wellington Street, Room 195 Gatineau, Quebec KIA OH4

## **CONTRACT - CONTRAT**

Canada accepts your bid to provide to Canada the goods, services or both described in the Contract in accordance with the conditions and at the prices set out in the Contract.

Le Canada accepte votre soumission de fournir au Canada les biens, services ou les deux décrits dans le contrat conformément aux conditions et aux prix prévus au contrat.

Name and Address of Contractor Nom et adresse de l'entrepreneur

Dalian Enterprises and Coradix Technology Consulting, in Joint Venture 151 Slater St. Suite 1010, Ottawa, ON

K1P5H3

ProServices SA E60ZT-120001/311/ZT

Canada

PWGSC-TPSGC 9400-4 (02/2014)

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Department of Indian Affairs and Northern Development 10 Wellington St. Gatineau, Quebec K1A 0H4							
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alma.moyeda@canada.ca							
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#### **ProServices** Medium Complexity Bid Solicitation and Resulting Contract Template (MC) For below NAFTA Requirements

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The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

Delivery Requirements Outside a Comprehensive Land Claims Settlement Area

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

#### 1.1 Security Requirements

Security Requirement for Canadian Supplier: PWGSC File #Common-PS SRCL#6

- The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
- Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 5. The Contractor/Offeror must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable), attached at Annex __C__:
  - b. Industrial Security Manual (Latest Edition).

#### 1.2 Statement of Work

This Contract is being issued for the requirement of one (1) Stream 4 – Business Services – 4.7 Business Transformation Architect - Senior for the Department of Indian Affairs and Northern Development under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

#### 1.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

#### 1.3.1 General Conditions

 $\underline{2010B}$  (2016-04-04) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

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Indian and Northern Affaires indiennes Affairs Canada

et du Nord Canada

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#### Term of Contract

1.5.1 Period of the Contract

The period of the Contract is upon contract award to March 31, 2018, inclusive.

#### 1.5 Authorities

1.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Alma Moyeda

**Procurement Officer** Department of Indian Affairs and Northern Development Room 195, 13th Floor, 10 Wellington Street Gatineau, Quebec, K1A 0H4

Telephone:

(819) 953-6153

Facsimile:

(819) 953-7721

E-mail address:

alma.moyeda@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

#### 1.5.2 Project Authority

Manager, Application Development Database and Gata Administration

cent of Indian Affairs and Northern Development

Campatoleir St. Getineau, Quehac, 1/1/4 OH4

Telephone:

بالانا فالعالم العالم

Facsimile:

(819) 934-7625

E-mail address:

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

#### 1.5.3 Contractor's Representative

Dalian Enterprises and Coradix Technology Consulting, in Joint Venture 151 Slater St. Suite 1010 Ottawa, ON K1P 5H3

Contact name:

Telephone:

(613) 234-1995

Facsimile:

(613) 234-0988

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Indian and Northern Affairs Canada

Affaires indiennes et du Nord Canada

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E-mail address:

proposals@dalian.ca

#### 1.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice</u>: 2012-2 of the Treasury Board Secretariat of Canada.

#### 1.7 Payment

#### 1.7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determined in accordance with the Basis of Payment in Annex "B" to the limitation of expenditure of \$73,500.00. Applicable Taxes are extra.

#### 1.7.2 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$ 73,500.00.
   Customs duties are included and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### 1.8 Method of Payment - Monthly Payments

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;

Canad	a will p	ay invoices	on contracts	against the	Supply	Arrangement	hv
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#### Electronic Payment

The Government of Canada is switching from payment by cheque to payment by direct deposit, (http://www.tpsgc-pwgsc.gc.ca/recgen/txt/depot-deposit-eng.html) an electronic transfer of funds deposited directly into the recipients bank account. Contractors/Suppliers/Offerors must contact the federal department(s) or agency(ies) responsible for issuing their payment(s) to obtain additional information, to confirm their direct deposit enrolment process and the steps to be followed.

To facilitate the transition to direct deposit, the Department of Indian Affairs and Northern Development (DIAND) requires that all Contractor's/Suppliers/Offerors doing business with the department immediately register for Electronic Direct Payment (http://www.aadnoaandc.qc.ca/eng/1362499152985/1362499322435).

#### 1.9 **Discretionary Audit**

The Contractor's certification that the price or rate is not in excess of the lowest price or rate charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both, is subject to verification by government audit, at the discretion of Canada, before or after payment is made to the Contractor.

If the audit demonstrates that the certification is in error after payment is made to the Contractor, the Contractor must, at the discretion of Canada, make repayment to Canada in the amount found to be in excess of the lowest price or rate or authorize the retention by Canada of that amount by way of deduction from any sum of money that may be due or payable to the Contractor pursuant to the Contract.

If the audit demonstrates that the certification is in error before payment is made, the Contractor agrees that any pending invoice will be adjusted by Canada in accordance with the results of the audit. It is further agreed that if the Contract is still in effect at the time of the verification, the price or rate will be lowered in accordance with the results of the audit.

#### 1.10 **Accounts and Audit**

- 1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all involces, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
- 2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
- 3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.

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4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

#### 1.11 Time Verification

Time charged and the contract price of incidental materials used are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

#### 1.12 Invoicing Instructions

 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

#### 2. Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- a copy of the release document and any other documents as specified in the Contract;
- a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d. a copy of the monthly progress report.

#### 3. Invoices must be distributed as follows:

 One (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract.

## 1.13 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

#### 1.14 Certifications Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that

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any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly. Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

#### 1.15 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

#### 1.16 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement:
- (b) the general conditions 2010B (2016-04-04) General Conditions Professional Services (Medium Complexity) (2016-04-04)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment
- (e) Annex C, Security Requirements Check List;
- (f) Supply Arrangement Number E60ZT-120001/311/ZT; and
- (g) the Contractor's bid dated October 5, 2017

#### 1.17 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

#### 1.18 Replacement of Specific Individuals

- 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the Individual and provide:
  - the name, qualifications and experience of the proposed replacement; and (a)
  - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order

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that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

#### 1.19 Ownership

- 1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

## 1.20 Limitation of Liability - Information management/Information Technology

Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract preestablishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

#### a. First Party Liability:

- i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
  - A. any infringement of intellectual property rights to the extent the Contractor breaches the section entitled "Intellectual Property Infringement and Royalties";
  - B. physical injury, including death.
- The Contractor is liable for all direct damages affecting real or tangible personal property ii. owned, possessed, or occupied by Canada.
- Each of the Parties is liable for all direct damages resulting from its breach of iii. confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to

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encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.

- The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:
  - A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
  - B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" used to order services under this instrument).
- vi. In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract.
- vii. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

#### b. Third Party Claims:

- i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.



Page 9 of - de 17

## ANNEX "A" STATEMENT OF WORK

TITLE: Business Transformation Architect services

#### **SW1 BACKGROUND**

The Department of Indian Affairs and Northern Development (DIAND) has the primary, but not exclusive, responsibility for meeting the federal government's constitutional, treaty, political, and legal responsibilities to First Nations, Inuit, and Northerners.

The Application Development, Data and Database Administration (ADDDA) has a number of pilot projects and renewal initiatives in progress requiring the services of a senior resource to be assigned transformation, development and project management tasks on an as required basis.

DIAND requires the services of the resource listed in this solicitation for CRM to supplement internal resources.

#### **SW2 DESCRIPTION OF SERVICES:**

The Business Transformation Architect will work with Information Management Branch (IMB) in two areas:

#### **Application Portfolio Management**

- responsibility for overseeing various projects of different types
- update and remediation of information and tools for managing the application portfolio

#### **Application Initiatives**

- Business and architectural analysis, requirements and design for proposed IT solutions and pilot projects.
- Review of requirements, business processes and architecture for renewal projects of current IT solutions
- Development and oversight for web applications and reporting solutions.

#### SW3 TASKS AND DELIVERABLES:

- a) Providing expert advice on the key initiatives that enable enterprises to deploy high-impact webenabled business processes that are focused, accountable and measurable, particularly about principles of leadership, governance, operational competencies, and technology;
- b) Providing expert advice in defining new requirements and opportunities for applying efficient and effective solutions; identifying and providing preliminary costs of potential options;
- Providing expert advice in developing and integrating process and information models between business processes to eliminate information and process redundancies;
- d) Identifying candidate business processes for re-design, prototyping potential solutions, providing trade-off information and suggesting a recommended course of action. Identifying the modifications to automated processes;
- e) Analyzing business functional requirements to identify information, procedures and decision flows.

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## et du Nord Canada

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- f) Generating and executing test plans, procedures and scripts;
- g) Identifying and recommending new capability requirements and solution options;
- h) Using DIAND's standard methodology and processes including Rational Unified Process (RUP);
- Working in a team environment;
- j) Working an projects using an iterative System Development Life Cycle (SDLC) methodology;
- k) Identifying and recommending new processes and organizational structures;
- Analysis and development of business success "critical success factors";
- m) Analysis and development of architecture requirements design, process development, process mapping and training.
- n) Responsible for leading other functional staff to define business strategy and processes in support of transformation and change management activities.
- o) Coordinate development of training and coordination with other stakeholders.
- p) Create presentations and present to various stakeholders, and facilitate meetings and discussions

#### **SW4 LOCATION OF WORK**

The work to be completed under the contract must be conducted on site at DIAND, located in 9 boul. Montclair, 2^{ntl} Floor, Gatineau, QC and/or 10 Wellington, 7th floor, Gatineau, QC. The contracted resource is responsible for travel time and travel cost, including any costs related to vehicle parking at the work location

#### SW5 TRAVEL REQUIREMENT

No travel outside of the National Capital Region is required for this contract.

#### **SW6 DEPARTMENTAL SUPPORT**

DIAND will provide the contracted resource with:

- access to DIAND facilities:
- All technical and/or research documentation will be provided and found during the course of this contract is to be in DIAND document repository - CIDM (DIAND's RDIMS implementation);

#### **SW7 GOVERNANCE AND REPORTING**

The consultant will report to the Project Authority of this contract. All project related work must be performed to the satisfaction of the Technical Authority or DIAND Representative.

#### **SW8 LANGUAGE OF WORK**

The language of work and correspondence for this Contract is English. The language of all written deliverables shall be English.

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Indian and Northern Affairs Canada Affaires indiennes et du Nord Canada Released under the Access to Information Act Communiqué en vertu de la Loi sur l'Accès à l'infor**Conflact No. 4500370340** 

s.20(1)(b)

s.20(1)(c)

# ANNEX "B" BASIS OF PAYMENT

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work to the limitation of expenditure of \$73,500.00. Applicable Taxes are extra.

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1	Stream 4 – Business Services – 4.7 Business Transformation Architect – Senior Resource: Martin Lax			\$73,500.00
2	Applicable Taxes (14.975%)	\$11,006.63		
3	Total:	\$84,506.63		

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# ANNEX "C" SECURITY REQUIREMENTS CHECK LIST

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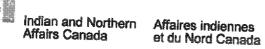
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### PURCHASING OFFICE - BUREAU DES ACHATS

Department of Indian Affairs and Northern Development (DIAND) 10 Rue Wellington Gatineau, QC K1A 0H4

## CONTRACT - CONTRAT

Canada accepts your bid to provide to Canada the goods, services or both described in the Contract in accordance with the conditions and at the prices set out in the Contract,

Le Canada accepte votre soumission de fournir au Canada les biens, services ou les deux décrits dans le contrat conformément aux conditions et aux prix prévus au contrat.

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Donne Cone inc. 106 Colonnade Road, Suite 100 Ottawe, ON, KZE 7L6

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The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

Delivery Requirements Outside a Comprehensive Land Claims Settlement Area

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

#### 1.1 Security Requirements

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of 

### Common PS SRCL #6 Summary:

- Access to PROTECTED and CLASSIFIED information and/or assets (Block 6a);
- Type of Information: CANADA (Block 7a);
- No release restrictions (Block 7b);
- Level of information PROTECTED A and B (Block 7c);
- Personnel Security level RELIABILITY STATUS (Block 10a);

### Common PS SRCL #6 Security Clauses:

Security Requirement for Canadian Supplier: PWGSC File #Common-PS SRCL#6

- 1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- 3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
- 4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 5. The Contractor/Offeror must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable), attached at Annex "C";
  - b. Industrial Security Manuel (Latest Edition).

#### 1.2 Statement of Work

This Contract is being issued for the requirement of one (1) Senior Programmer/ Analyst for the Department of Indian Affairs and Northern Development (DIAND) under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (Including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

## 1.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Menual (https://buyandsell.gc.ca/policy-and-guidelines/standardacquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

#### 1.3.1 General Conditions

2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity), apply to and form part of the Contract.

#### 1.3.2 Supplemental General Conditions

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4009 (2013-06-27), Professional Services - Medium Complexity, apply to and form part of the Contract.

#### 1.4 Term of Contract

#### 1.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2018 inclusive.

#### 1.5 Authorities

#### 1.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Shuo Chan

Title: Senior Procurement Officer

Materiel and Assets Management Directorate

Department of Indian Affairs and Northern Development

10 rue Wellington, Gatineau, QC, K1A 0H4

Telephone: 819-997-0407 Facsimile: 819-953-7721

E-mail address: Shuo,Chen@aadnc-aandc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

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Business Decision Support (BDS) / Directorate

Continent of Film Affairs and Nothern Development

# Boulevers Contains, Cothese, QC, K1A SMI

Faceimile (10 No. 10)

E-mail address: Staces: Cloutler@canada.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

#### 1.5.3 Contractor's Representative

Guniaid Name.

Title: Director of Consulting Services

Telephone: 613-234-5407

Facelmile: 613-234-7761

E-mail address:

### 1.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public</u> Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

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#### 1.7 Payment

#### 1.7.1 Basts of Payment

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work in accordance with the Basis of payment in Annex "B".

#### 1.7.2 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

#### 1.7.3 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$70,000.00.
   Customs duties are included and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

Whichever comes first.

 if the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### 1.8 Method of Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the involce in accordance with the payment provisions of the Contract if:

- an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

#### 1.9 Accounts and Audit

- The Contractor must keep proper accounts and records of the cost of performing the Work and of all
  expenditures or commitments made by the Contractor in connection with the Work, including all
  invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and
  other evidence of transportation or delivery, for all deliveries made under the Contract.
- If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
- 3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as

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the representatives of Canada may from time to time require to perform a complete audit of the

4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

#### 1:10 Time Vertication

C0711C (2008-05-12) Time Verification

#### 1.11 invoicing instructions

- 1. The Contractor must submit involces in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Each invoice must be supported by:
  - a. a copy of time sheets to support the time claimed;
  - b. a copy of the release document and any other documents as specified in the Contract;
  - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses:
  - d. a copy of the monthly progress report.
- 2. Involces must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the following address for certification and

<u>Enterprise Data Warehouse Program</u> Department of Indian Affairs and Northern Development 9 Boulevard Montolair, Gatineau, QC, K1A 0H4

- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
- c. One (1) copy must be forwarded to the consignee.

## 1.12 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or look-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

#### 1.13 Certifications Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, falls to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly. Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

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#### 1.14 Applicable Leve

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

#### 1:15 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4009 (2013-06-27), Professional Services Medium Complexity;
- (c) the general conditions 2010B (2016-04-04) General Conditions Professional Services (Medium Complexity);
- (d) Annex "A", Statement of Work;
- (e) Annex "B", Basis of Payment
- (f) Annex "C", Security Requirements Check List (SRCL);
- (g) Supply Arrangement Number E80ZT-120001/185/ZT; and
- (h) the Contractor's bid dated October 5, 2017;

## 1.18 Basis for Canada's Ownership of intellectual Property

The Department of Indian Affairs and Northern Development (DIAND) has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

 where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

#### 1.17 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

### 1.18 Replacement of Specific Individuals

- 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the Individual and provide:
- (a) the name, qualifications and experience of the proposed replacement; and
- (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement

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stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

#### 1.19 Ownership

- 1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or mileatone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- Daspite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work
  or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery,
  the Contractor remains responsible for any loss or damage to any part of the Work caused by the
  Contractor or any subcontractor.
- 4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.
- 1.20 Limitation of Liability Information management/information Technology
- a. Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

#### b. First Party Liability:

- The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
  - A. any infringement of intellectual property rights to the extent the Contractor breaches the section entitled "intellectual Property Infringement and Royalties";
  - B. physical injury, including death.
- The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.
- v. The Contractor is also flable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:
  - A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and

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- B. any other direct damages, including all identifiable direct costs to Canada associated with reproduring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" used to order services under this instrument).
- vi. In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract.
- vil. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

#### c. Third Party Claims:

- i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- III. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

#### 1.21 Intellectual Property Infringement and Royalties

- 1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to <u>Department of Justice Act</u>, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- 3. The Contractor has no obligation regarding claims that were only made because:
- (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
- (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or

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- (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada): or
- (d) the Contractor used a specific item of squipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software; "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to
- 4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
- (a) take whatever steps are necessary to allow Canada to continue to use the allegediy infringing part of the Work; or
- (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
- (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor falls to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

#### 1.22 Additional SACC Manual Clauses

A9014C (2006-06-16) - Specific Person(s)

The Contractor must provide the services of the following person to perform the Work as stated in the Contract: Jihad (Jay) Miri.

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# ANNEX "A" STATEMENT OF WORK

#### S.W.1. BACKGROUND

The Information Management Branch (IMB) of the Department of Indian Affairs and Northern Development (DIAND) requires a Senior Programmer / Analyst with Business Intelligence (BI) development skills and expertise in using the latest IBM toolset to develop art-of-the-possible data visualizations, dashboards, and active reports.

The position requires an experienced and knowledgeable BI developer who has expertise in the latest IBM business intelligence suite of products, including Cognos Analytics (Cognos 11) and TM1. The Senior Programmer / Analyst must also have expertise in developing dashboards and producing data visualizations that provide insights and facilitate DIAND's ability to tell its performance story, and developing active reports.

The government's renewed focus on the achievement of results and reporting on these results, as evidenced by the July 2016 implementation of the *Policy on Results*, has been a catalyst for DIAND to push forward to upgrade our existing suite of 8I products, develop improved dashboarding and data visualization capabilities, and implement active reporting capabilities. These improvements will directly affect DIAND's ability to deliver on the *Policy on Results*, as well as IM / IT's ability to meet the analytical needs of more clients in the department.

#### S.W.2. OBJECTIVE

Obtain a Senior Programmer/Analyst with superior data visualization skills and expert knowledge of the latest IBM suite of BI products (Cognos Analytics and TM1) to support the development of dashboards, data visualizations, and active reports using these latest IBM technologies.

#### S.M.S. SCOPE OF WORK

The Senior Programmer / Analyst will be responsible for exploiting the capabilities of IBM Cognos Analytics (Cognos 11) in support of IMB's fulfilment of its commitments to support the delivery of performance measurement products using the BI suite of tools.

The full scope of work will be defined with Management of Business Decision Support, the engaged Project Manager(s), as well as internal clients working on delivering on the Policy on Results. As a Senior Programmer / Analyst, the work may include the following components:

- · To create and modify code and software;
- To create and modify screens and reports;
- To gather and analyze data for the conduct of studies to establish the technical and economic feasibility of proposed computer systems, and for the development of functional and system design specifications;
- To design methods and procedures for small computer systems, and sub-system of larger systems;
- To develop, test and implement small computer systems, and sub-systems of larger systems; and,
- To produce forms, manuals, programs, data files, and procedures for systems and/or applications.

The tasks/responsibilities of the Senior Programmer / Analyst also include but are not limited to:

- meeting with clients to understand their data and their performance measurement objectives and needs.
- meeting with clients to demonstrate the latest BI capabilities using the latest versions of the IBM suite
  of products including, for example, the ability to bring in data from other sources such as TM1 or the
  internal.

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- working cooperatively and collaboratively with other BI resources, including staff and other contractors, in roles such as ETL developers, data modellers, tasters, client support analysts at cetara, to ensure that clients' BI development requirements can be and are met using the latest IBM suite of products.
- leading the development of innovative BI products including but not limited to dashboards, data visualizations, and active reports – to demonstrate the art-of-the-possible using the latest IBM suite of products.
- leading the development of innovative BI products to meet client requirements.
- mentoring other developers in the use and full exploitation of Cognos Analytics (Cognos 11) for the development of dashboards, active reports, data visualizations, as well as integrating mapping capabilities into products.
- supporting the role of Project Manager(s) to provide time and resource estimates to accomplish Bit development functions.
- supporting Managers and/or Directors in IMB by analyzing options, assessing solutions, and providing recommendations concerning matters such as technology architecture for the upgrades to Cognos Analytics.

#### S.W.4. DELIVERABLES

- Software code:
- Dashboards, visualizations and reports;
- Methods and procedures for small computer systems, and sub-system of larger systems;
- * Forms, manuals, programs, data files, and procedures for systems and/or applications;
- Business Intelligence and Analytic solutions leveraging data from external sources and/or a data warehouse.

#### S.W.5. DEPARTMENTAL SUPPORT

DIAND will provide, as needed, the contracted resource with:

- access to DIAND facilities;
- access to the DIAND Project Authorities and/or other DIAND personnel for meetings, consultations, and information for the successful completion of the contractor's work and any authorized task(s);
- access to relevant documentation and reference materials to which the contractor would not
  otherwise have access as required to complete the work, including access to DIAND's document
  repository (CIDM);
- timely review of, and feedback on, contractor submissions; and,
- · other assistance and support as appropriate.

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The work to be completed under the confract must be conducted on site at DIAND, located in Gatineau Quebec. The contracted resource is responsible for travel time and travel cost, including any costs related to vehicle parking at the work location (9 Bivd Montclair, Gatineau) or parking fees to attend meetings at other DIAND buildings (e.g., 10 Weilington, Gatineau).

Where possible, but only in limited cases, the contractor may complete some work off site at the contractor's location; however, this may only occur with the authorization of the Project Authority.

#### S.W.7. TRAVEL REQUIREMENT

No travel outside of the National Capital Region is required for this contract.

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## S.W.8. GREENING GOVERNMENT OPERATIONS

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances.

Furthermore, in June 2008 the <u>Federal Sustainable Development Act</u> was passed to provide the legal framework for developing and implementing a Federal Sustainable Development Strategy that will make environmental decision making more transparent and accountable to Parliament. A Federal Sustainable Development Strategy is developed every three years that includes shrinking the environmental footprint of government operations. Green procurement is a key enabler of these objectives.

In accordance with the <u>Policy on Green Procurement</u> and Federal Sustainable Development Strategy, for this requirement:

#### <u>General</u>

a) The Contractor is encouraged to offer or suggest green solutions whenever possible.

b) The Contractor should consider the complete lifecycle of products and services provided to favor strategies, processes, and materials that assure sustainable development.

c) The Contractor should use green meetings practices when conducting workshops and meetings.

Guides to green meeting practices are available through Environment Canada and the United Nations Environment Program.

#### Travel

- The Contractor is encouraged to work off-site to reduce commuting requirements where security requirements allow.
- b) The Contractor is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
- Where transportation is required, the Contractor is encouraged to use environmentally preferred modes of transportation, where feasible.
- d) The Contractor is encouraged to use accommodations with environmental ratings: Contractors of the Government of Canada may access the <u>PWGSC Accommodation Directory</u> to search for accommodations with Green Key and/or Green Leaf ratings that will honor the pricing for Contractors.

#### Paper Consumption

- a) The Contractor is requested to provide all correspondence including (but not limited to) their bid, documents, reports and involces in electronic format unless otherwise specified by the Contracting Authority or Project Authority, thereby reducing printed material. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Contracting Authority or Project Authority.
- b) Printed material is requested on paper that is EcoLogo certified or equivalent, certified as using fibre originating from a sustainably managed forest and/or minimum recycled content of 30%. Paper is also to be processed chlorine free, whenever possible.
- c) The Contractor should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).

#### Goods Used in Service Delivery

a) It is desirable that the Contractor, in provisioning the Service, procure equipment, such as computer equipment, peripherals and telephony equipment that meet the most current environmental specifications used by the Government of Canada when procuring similar equipment, without reducing

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the service quality and effectiveness, whether this equipment is owned by the Contractor or procured by the Contractor for Government of Canada customers. Government of Canada environmental specifications can be found in the Green Procurement Plans available online or by contacting Achats Ecologiques. Green Procurement @tosqc-pwqsc.gc.ca.

- b) It is desirable that the Contractor, in provisioning the Service, procure equipment and implement solutions that minimize the overall energy use without reducing the service quality and effectiveness, whether this equipment is owned by the Contractor or procured by the Contractor for Government of Canada customers.
- c) The Contractor is required to use provincial e-waste recycling programs for the disposal of electronic assets owned by the Contractor and used to deliver the Service to Canada. In provinces where provincial programs do not exist or where equipment does not qualify for disposal by the provincial program, electronic assets should be disposed of via recyclers that have been approved under any other province's e-waste recycling program.

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# ANNEX "B" BASIS OF PAYMENT

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determined in the Annex "A" - Statement of Work, to a limitation of expenditure of \$70,000.00 (applicable taxes are extra).

Contract Period: Contract Award to March 31, 2018

Category of personnel	Lavel of Experience	(A) Maximum Daya for Resource	(B) Firm Per Diem Rate	(A x B) Total Cost
Stream 1.7 – Senior Programmer / Analyst				
			Applicable Taxes	GST: \$3,500.00 QST: \$6,982.50

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# ANNEX "C" SECURITY REQUIREMENTS CHECK LIST

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Amendment Number 1

All correspondence and invoices must show the file and Contract number

Contract Number: 4500370434	Mie Number:	1632-11/4500370434
RFP Solutions		
301-1150 Morrison Drive,		
Ottawa, ON, K4A 0N5	2010 22 22	
	2018-03-09	

The Contractor shall continue to provide the services in accordance with the terms and conditions of the original contract and all amendments thereto.

This Contract is being amended to extend the period of the Contract and to change the Contracting Authority.

On Page 3, Section 1.4 Term of the Contract

Delete at: 1.4.1 Period of the Contract

The period of the Contract is from contract award to March 31, 2018

Replace with

At 1.4.1 Period of the Contract:

The period of the Contract is from contract award to May 31, 2018

At 1.5 Authorities

Delete 1.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Client Department Name and Address: The Department of Indian Affairs and Northern Development

Contact Name: Meghan Smith Telephone: 819-953-8129

E-mail address: Meghan.Smith@aadnc-aandc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

Aboriginal Affairs and Northern Development Canada

Replace with:

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At 1.5 Authorities

1.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Client Department Name and Address: The Department of Indian Affairs and Northern Development

Contact Name: Véronique Larose

Telephone: 819-934-2031

E-mail address: Véronique.Larose@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

On Page 9, Annex A, Statement of Work

Delete At project timeline: From time of contract award to March 31, 2018

Replace with

At project timeline: From time of contract award to May 31, 2018.

On Page 11, Annex B - Basis of Payment

Delete: At: Annex B - (Section 1 - Period) Contract Award to March 31, 2018

Replace: At Annex B - (Section 1 - Period) Contract Award to May 31, 2018.

Total Value of this Amendment\$0.00.

All other terms and conditions remain the same.

A	Original Contract value	\$23,625.00
E	Net change by amendment number N/A	\$0.00
C	This amendment number 1	\$0.00
þ	Revised total value of Contract - No change	\$23,625.00
	We acknowledge receipt of this Amendment no. 1 and agree to the Terms and Conditions set out therein	Signed, sealed and delivered on behalf of Her Majesty
	March 10, 2018	MAR 0 9 2018
	Contracto	Yérofiqué Larose Team Leader Date



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Public Works and Government Traveux publics et Services San Car

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Department of Indian Affairs and Northern Develorment Can 10 Wellington Street Gatineau, OC KIA OH

CONTRACT - CONTRAT

You are requested to sell to the Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the supplies and services listed herein and on any attached sheets at the price or prices set out therefor.

Nous vous demandons de vendre à Sa Majesté la Reina du chef du Canada, sux conditions énoncées ou incluses par référence dans les priserium et aux annexes d'jointes, les articles et les services énumérés dans les présentes et sur toute feuille d'annexée, eu(x) prix indiqué(s).

The vendor hereby accepts this contract			
The vendor hereby accepts this contract Le fournisseur accepte le présent contract			
Emily Johnston, Client Relationship Associate			
Name, title of person authorized to sign (type or print) Nom at titre du signataire autorisé (caractère d'impres	4	October :	24, 201
Nom et titre du signataire autorisé (caractère d'impres	_{sion)} Signat	Date	



Return signed copy forthwith - Prière de retourner une copie dûment signée immédiatement

RFP Solutions 301-1150 Morrison Drive Ottaville, ON K4A 0115



PWGSC-TPSGC 9400-10 (02/97)

\$23,625.00

Total set, east - Colli tatel est.

For the Minister - Pour le Ministre

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Communiqué en vertu de la Loi sur l'Accès à 1 of l'information Page 11 PWGSC File No. - Nº de référence des TPSGC 4500370434 Date of Contract - Date du contrat 2017-10-20 Contract No. - Nº du contrat 4500370434 Requisition No. - Nº de la demande Order Office Serial No. Bureau domandaur An Nº de série Financial Code(s) - Code(s) financier(s) **Duty** - Droits F.O.B. - F.A.B. Goods and Services Tex - Taxe sur les produits et services GST 5% Destination ocInvolces - Original and two copies are to be made out and sent to: Factures - Remplir et envoyer l'original et deux copies à : Barbara.DAmico@sadno-sando.pc.ce Address inquiries to: Adresser toute demande de renseignements é: Meghan.Smith@aadnc-aandc.gc.ca Telephone No. Feedmile No. Nº de téléphone Nº de télécopieur

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Delivery Requirements Outside a Comprehensive Land Claims Settlement Area

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

1.0 Security Requirements

1.4 There is no security requirement applicable to this Contract.

4.2 Statement of Work

This Contract is being issued for the requirement of Senior Procurement Specialists for the Department of Indian and Northern Affairs Canada under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

1.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buvandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

1.3.1 General Conditions

2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

1.3.2 Supplemental General Conditions

1.3.2.1 4007 (2010-08-16), Supplemental General Conditions, Canada to Own Intellectual Property Rights in Foreground Information.

1.4 Term of Contract

1.4.1 Period of the Contract

The period of the Contract is from contract award to March 31, 2018 inclusive.

4.5 Authorities

1,5.1 Contracting Authority

The Contracting Authority for the Contract is:

Client Department Name and Address: The Department of Indian Affairs and Northern Development Contact Name: Medhan Smith

Telephone: 819-953-8129

E-mail address: Meghan.Smith@aadnc-aandc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

1.5.2 Project Authority

Department Name and Address: The Department of Indian Affairs and Northern Development

Contact Name Sarbera D'Amico Telephone: #88-793-3452

E-mail address 6- bara DAmico Queeno-sando.go.co

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The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

1.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) penalon, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice</u>: 2012-2 of the Treasury Board Secretariat of Canada.

1.7 Payment

1.7.1 Beels of Payment

The Contractor will be paid in accordance with the Basis of Payment at Annex "B ".

1.7.2 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

1.7.3 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$22,500 Custom duties and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- 3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

1.7.4 Method of Payment - Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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- an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada; and
- c. The Work performed has been accepted by Canada.

1.8 Accounts and Audit

- 1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor In connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
- 2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
- 3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the Information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
- 4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

1.9 Invoicing instructions

The Contractor must submit invoices in accordance with the section entitled "invoice Submission" of the general conditions and under subsection 6.3.1 c) and d) of this contract. Invoices cannot be submitted until all work identified in the invoice is completed. Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;

invoices must be forwarded to the address shown on page 1 of the Contract for certification and payment.

- 1.10 No Responsibility to Pay for Work not performed due to Closure of Government Offices
- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

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Loi su Contract No. 4500370434

(b) if, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

1.11 Certifications Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, falls to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default,

1.12 Applicable Lave

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

1.13 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement:
- (b) the supplemental general conditions 4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions <u>2010B</u> (2016-04-04), General Conditions Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work:
- (e) Annex B, Basis of Payment:
- (f) Supply Arrangement Number E60ZT-120001/375/ZT; and
- (g) the Contractor's bid dated October 4, 2017

1.14 Basis for Canada's Ownership of intellectual Property

The Department of Indian Affairs and Northern Development Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

1.15 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

1.18 Replacement of Specific Individuals

- 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the

criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- (a) the name, qualifications and experience of the proposed replacement; and
- (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

1.17 Ownership

- 1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

1.18 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

1.19 Intellectual Property Infringement and Royalties

- 1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to <u>Department of Justice Act</u>, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim.

including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

- 3. The Contractor has no obligation regarding claims that were only made because:
 - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
 - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
 - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
 - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that Infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
- 4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
 - (a) take whatever steps are necessary to allow Canada to continue to use the allegadly infringing part of the Work; or
 - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be schleved, or if the Contractor falls to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

ANNEX "A" STATEMENT OF WORK

Project Title:

Senior Procurement Specialists for Evaluation Process Support and Falmess Advisory Services In support of two (2) upcoming RFPs from DIAND.

Background:

With the current Tier2 ending on December 31, 2017 all possible extension has been exhausted, DIAND is launching a set-aside and non-set-aside request for proposal for task-based informatics professional services. DIAND will require guidance, advisory and evaluation support throughout the assessment process.

Oblective:

The objective of this contract is to acquire the services of senior procurement specialists who are qualified, to aid in providing neutral and un-conflicted Evaluation Process Support and Fairness Advisory Services to provide orientation evaluation, support and oversight.

The RFP's are for the following two processes Set-Aside and non-Set-Aside:

Tier 2 RFP for Education and Social Development Partnerships and Programs (ESDPP).

Work required:

- Provide a "refresher" workshop to bid evaluation committee in preparation for assessment of the bids.
- Providing fairness monitoring and advisory services to the Bid Evaluation Committee in support of their review of proposals received in response to the solicitation;
- Provide orientation to the Evaluation Committee as required during the evaluation process;
- Provide facilitation and note taking services for the mandatory and rated requirements;
- Provide evaluation support to ensure that all required paperwork is duly prepared (accuracy of the evaluation file) and ready to be submitted to Public Services and Procurement Canada (PSPC);
- Prepare and submit a report describing the evaluation process that was followed.

Protect throlles:

From time of contract award to March 31, 2018.

The Deliverables are:

- •Refresher workshop to Bid evaluation committee before end of October, 2017
- ·Evaluation essistance/support for the:
 - Tier 2 Set-Aside following RFP closing date approximately early to mid-November, 2017
 - Tier 2 Non Set Aside following RFP closing date approximately around January 5, 2018.
- Notes and supporting documents
 - o Tier 2 Set-Aside December, 2017
 - o Tier 2 Non Set-aside February, 2018

Resources and qualifications:

As the bid evaluation committee at DIAND has fimited experience in Tier2 assessment, DIAND requires the assistance of Senior Procurement Specialists. In addition, the assistance of such expertise is essential due to the required quick turnaround on assessing and selecting a successful contractor through DIAND's Tier2 process.

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Contract No. 4500370434

Constitution

The contractor may not bid on any Request for Proposal process associated to the work of this contract nor assist to any party in the preparation of a bid, directly or Indirectly, in response to the Request for Proposal processes associated with the work of this contract.

Throughout the duration of this contract, the contractor may not disclose to anyone or to a third party confidential, proprietary information or documentation belonging to DIAND. At the completion of its obligations under the contract, the contractor will deliver all hard copies of any such information or documentation related to this contract.

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ANNEX "B" BASIS OF PAYMENT

The following table outlines the estimated professional services costs associated with this project.

	Period	All-inclusive fixed Per-Diem Rate	Volumetric Data (estimated)	Total
		A		C=AxB
1	Contract Award to March 31st,	2018		
10	Senior Procurement Specialist			
	Services			
			Total :	\$5,380.00
			GST on fees 5%	\$1,125.00
	·	G	and Total (taxes included)	\$23,825.00

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10. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

- a) Each invoice must be supported by:
 - i. a copy of time sheets to support the time claimed;
 - ii. a copy of the release document and any other documents as specified in the Contract:
 - iii. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
 - a copy of the monthly progress report.
- b) Invoices must be distributed as follows:
 - One (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract.

11. Certifications and Additional Information

a) Compliance

Unless specified otherwise, the continuous compliance with the certifications
provided by the Contractor in its bid or precedent to contract award, and the
ongoing cooperation in providing additional information are conditions of the
Contract and failure to comply will constitute the Contractor in default.
Certifications are subject to verification by Canada during the entire period of the
Contract.

12. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

13. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) 2010C (2016-04-04), General Conditions Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Security Requirements Check List; and,
- (e) the Contractor's bid dated August 31, 2017.

ANNEX A

STATEMENT OF WORK

Geomatics Technical Services for the Support and Maintenance of the GIS Web Mapping Applications and Infrastructure

1. BACKGROUND

Geomatics Services, within the Information Management Branch of the Department of Indian Affairs and Northern Affairs (DIAND), requires professional services to support the maintenance of its current GIS Web Mapping Applications and to develop new ones..

The DIAND's Corporate Geospatial Infrastructure comprises ESRI ArcGIS suite of products including ArcSDE-Oracle-based geospatial databases, web map services, web-based mapping and desktop-based applications, data update processes, map templates, standard operating procedures and other supporting documentation.

The objective of this contract is to obtain Geographic Information System (GIS) web mapping developer expertise to 1) ensure the support and maintenance of the current GIS web Mapping Applications and 2) develop and deliver new GIS web mapping applications using the ESRI ArcGIS suite. This includes GIS technical issues resolution, GIS web mapping development and support as well as troubleshooting of the cloud, server-based geomatics system software and applications.

As a result, DIAND Geomatics Services requires a GIS Web Mapping Developer to complete the work as it relates to the above.

2. TECHNICAL ENVIRONMENT

- a) It is the responsibility of the Contractor to ensure that all written deliverables and services provided are in conformance with DIAND's standard desktop operating software, currently, Microsoft Office Suite 2010 (including Word, Excel, and PowerPoint) and the ESRI ArcGIS V10.1 desktop and server based environments.
- b) All deliverables and services provided by the Contractor shall become integrated within DIAND's technical and operational environment.
- c) The Contractor resources shall be familiar, at a minimum, with the following software used within DIAND, in addition to any software listed in Section 3, Scope of Work for specific Resource Categories:

Windows Server 2003/2008; MS Office Suite 2010; ORACLE product suite V11 ESRI product suite V10.1 or higher

d) All technical and/or research documentation gathered or produced during the course of work shall be stored in DIAND's CIDM repository – DIAND's RDIMS implementation and the established conventions for mapping products.

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3. SCOPE OF WORK

a) Technical Services and Analysis Related to This Project

In the provision of service to DIAND, the Contractor shall provide (to the satisfaction of the DIAND Project Authority) GIS and Geomatics Technical Services related to the support and maintenance and development of the GIS Web Mapping Application.

b) GIS Web Mapping Developer Tasks

The following task may include (but are not limited to):

- Developing and preparing diagrammatic plans for web based service delivery over the Internet.
- ii. Analyzing the problems outlined by systems analysts/designers in terms of such factors as style and extent of information to be transferred across the Internet.
- iii. Selecting and using the best available web development tools for linking the Internet-based client to the IT system's "back end" information delivery programs and databases.
- iv. Designing high-usability web pages to meet the requirements.
- Verifying accuracy and completeness of programs by preparing sample data and testing them by means of system acceptance test runs made by operating personnel.
- vi. Correcting program errors by revising instructions or altering the sequence of operations.
- vii. Testing instructions, and assembling specifications, flow charts, diagrams, layouts, programming and operating instructions to document applications for later modifications or reference.

4. DELIVERABLES

Specific deliverables for the resource categories listed and service requirements may include, but are not limited to, any combination of the following:

- Written reports on the detailed technical and business requirements and data readiness, including data conversion analysis of existing databases, applications or software and the associated costs;
- ii. Review, re-use and leverage all existing procedures manuals;
- Review, re-use and leverage all work done previously under the Enterprise Geographic Project and client projects;
- iv. Review, re-use and leverage all work done to today on the establishment of the Enterprise Geographic Infrastructure;
- v. Document requirements that directly support the business processes, and define a minimum standard that must be met in any "to be" state;
- vi. Document requirements for interfaces with other DIAND applications and data, (GIS and IT) and define a minimum standard that must be met in any "to be" state;
- vii. Document technology constraints for hosting Enterprise Geographic solution and define a minimum standard that must be met in any "to be" state;

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- viii. Evaluate and/or validate the quality of the existing data, including spatial data and define a minimum standard that must be met in any "to be" state;
- ix. Produce a strategy and a data quality plan to allow the business unit to proceed to cleaning up the data, and make a decision about data quality standard required for the implementation of solution;
- x. Document requirements for non-functional concerns such as performance, reliability, availability, and security;
- xi. Document the requirements for new interface based on the project requirements;
- xii. In meeting its obligations under the Contract, the Contractor shall ensure that all Deliverables submitted and services rendered are in conformity with the instructions issued by the DIAND Project Authority, and in accordance with section on "Reporting Requirements" of this SOW.
- xiii. The Contractor shall submit all scheduled and requested deliverables and amendments to the DIAND Project Authority (or this person's due designate) in accordance with the timing as set out by the DIAND Project Authority. All text deliverables shall be delivered in both hard and electronic copy to the specifications of DIAND. The Contractor shall attest to the veracity and accuracy of the content of all deliverables submitted.
- xiv. Payment will be made upon receipt of an invoice, based on the terms of payment specified in accordance with the Terms and Conditions of the Contract, as accepted by the DIAND Project Authority. DIAND reserves the right to verify completion of any/all services/deliverables prior to authorizing any payment to the Contractor. Should any deliverable or service provided not be to the satisfaction of the DIAND Project Authority, as submitted, the DIAND Project Authority will have the right to reject it or require correction by the Contractor before any payment to the Contractor will be authorized by DIAND.

5. REPORTING REQUIREMENTS

Reporting requirements may include, but are not limited to, any of the following:

- Weekly update reports, content documented through simple minutes and agenda (preferably in person);
- b) Written progress and/or status reports relating to the delivery of specific services and completion of assigned tasks; and
- c) Other related reporting.

The timing and format of any required reports will be specified by the DIAND Project Authority, and will be in the frequency listed in (5a), and as the need arises based on progress of the project. Format can also include requirements laid out by DIAND project governance process, which will be communicated to the Contractor by the DIAND Project Authority without delay.

The Contractor shall provide other ad hoc written or oral status updates upon request from the DIAND Project Authority.

It is the responsibility of the Contractor to facilitate and maintain regular communication with the DIAND Project Authority. In addition, the Contractor is to immediately notify the DIAND Project Authority of any issues, problems, or areas of concern in relation to any work completed as they arise.

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6. LANGUAGE OF WORK

The language of work and correspondence for this Contract will be in English, in accordance with the Official Language(s) of Capability indicated in the Contractor's Proposal.

The language of all written Deliverables will be at a minimum in English.

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ANNEXB

SECURITY REQUIREMENTS CHECK LIST

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Aboriginal Affairs and Northern Development Canada

Affaires autochtones et Développement l'information du Nord Canada

Amendment Number 1

All correspondence and invoices must show the file and Contract number.

Contract Number: 4500369032	File Number: 1632-11/4500369032
Turtle Island Staffing Inc. 420 O'Connor Street, Suite 100 Ottawa, ON K2P 1W4	Project Administrator Services
	October 10, 2017

The Contractor shall continue to provide the services in accordance with the terms and conditions of the original Contract and all amendments thereto. The Contract is amended as follows:

This amendment is raised to replace Janet Donnelly with Suzanne Lindo.

All other terms and conditions remain the same.

A Original Contract value	\$44.893.77
B Net change by amendment numbers N/A	\$0.00
C This amendment number 1	\$0.00
D Revised total value of Contract	\$44,893.77
We acknowledge receipt of this Amendment number 1 and agree to the Terms and Conditions set out therein	Signed, sealed and delivered on behalf of Her Majesty
Contractor Date	Afina Moyeda Procurement Officer Date



A0632-006 (2013-11-01)

Aboriginal Affairs and Northern Affaires autochtones et Développement du Nord Canada

Released under the Access to Information Act Communiqué en vertu de la Loi sur l'Accès à l'information

Amendment Number 2

All correspondence and invoices must show the file and Contract number.

Contract Number: 4500369032	File Number: 1632-11/4500369032
Turtle Island Staffing Inc. 420 O'Connor Street, Suite 100 Ottawa, ON K2P 1W4	Project Administrator Services
	November 7, 2017

The Contractor shall continue to provide the services in accordance with the terms and conditions of the original Contract and all amendments thereto. The Contract is amended as follows:

1) In clause 1.7 Payment:

DELETE: in its entirety INSERT:

1.7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determined in accordance with the Basis of Payment in Annex _B__, to the limitation of expenditure of \$ 56,979.75. Customs duties are included and Applicable Taxes are extra.

1.7.2 Limitation of Expenditure

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$ 56,979.75. Customs duties are included and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- 3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.



A0632-006 (2013-11-01)

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Communiqué en vertu de la Loi sur l'Accès à

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Aboriginal Affairs and Northern Development Canada

2) In Annex "B" Basis of Payment:

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s.20(1)(c)

DELETE: in its entirety

INSERT:

	Period: Upon Contract to March 31, 2018	All-inclusive fixed Per-Diem Rate	Volumetric Data (estimated)	Total
1	Stream 5 – Project Management Services – 5.6 Project Administrator – Junior Resource: Salarina Lintonia			\$56,979.75
2	Applicable Taxes (HST 13%)	\$7,407.36		
3	Total:	\$64,387.11		

All other terms and conditions remain the same.

A	Original Contract value	\$44,893.77
B	Net change by amendment numbers 1	\$0.00
C	This amendment number 2	\$19,493.34
P	Revised total value of Contract	\$64,387.11
	We acknowledge receipt of this Amendment number 2 and agree to the Terms and Conditions set out therein NOU 7/20 Contractor Date	Signed, scaled and delivered on behalf of Her Majesty The Francisco of the Majesty Procurement Officer Procurement Officer

A0632-006 (2013-11-01)



Public Works and Government Traveux publics at Services Services Canada

gouvernémentaux Canada

PURCHASTING OFFICE - BUREAU DES ACHATS

Department of Indian Affairs and Northern Development

s.19(1)

10 Wellington Street, Room 195 Gatineau, Quebec K1A OH4

CONTRACT - CONTRAT

Canada accepts your bid to provide to Canada the goods, services or both described in the Contract in accordance with the conditions and at the prices set out in the Contract.

Le Canada accepte votre soumission de fournir au Canada les biens, services ou les deux décrits dans le contrat conformément aux conditions et aux prix prévus au contrat.

Name and Address of Contractor Nom et adresse de l'entrepreneur

Turtle Island Staffing Inc. 420 O'Connor Street, Suite 100 Ottawa, ON

K2P1W4

ProServices SA E60ZT-120001/298/ZT



PWGSC-TPSGC 9400-4 (02/2014) A0454877 208-000208 Released under the Access to Information Act

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ProServices

Medium Complexity Bid Solicitation and Resulting Contract Template (MC) For below NAFTA Requirements

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The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

Delivery Regulrements outside a Comprehensive Land Claims Settlement Area

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

1.1 Security Requirements

Security Requirement for Canadian Supplier: PWGSC File #Common-PS SRCL#6

- 1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- 3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
- 4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 5. The Contractor/Offeror must comply with the provisions of the:
 - Security Requirements Check List and security guide (if applicable), attached at a. Annex _ C __;
 - b. Industrial Security Manual (Latest Edition).

1.2 Statement of Work

This Contract is being issued for the requirement of one (1) Stream 5 - Project Management Services - 5.6 Project Administrator - Junior for the Department of Indian Affairs and Northern Development under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

1.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-andguidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

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1.3.1 General Conditions

2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

1.4 Term of Contract

6.5.1 Period of the Contract

The period of the Contract is upon contract award to March 31, 2018, inclusive.

1.5 Authorities

1.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Alma Moyeda **Procurement Officer** Department of Indian Affairs and Northern Development Room 195, 13th Floor, 10 Wellington Street Gatineau, Quebec, K1A 0H4

Telephone:

(819) 953-6153

Facsimile:

(819) 953-7721

E-mail address:

alma.moveda@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

1.5.2 Project Authority

Department of Indian Affairs and Northern Development Application Development Database and Data Administration

P Marsiolog St. Cobrect, Guebec Kila 944

Contact Name:

Jason A. Tehm Leeder

Telephone

111.00

Fecsimile:

819-994-7825

Em Haller

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

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1.5.3 Contractor's Representative

Turtle Island Staffing Inc. 420 O'Connor Street, Suite 1100 Ottawa, ON K2P 1W4

Contact Name:

Telephone:

Facsimile:

613-567-4898

E-mail address:

Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

1.7 Payment

6.7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determined in accordance with the Basis of Payment in Annex B_, to the limitation of expenditure of \$ 39,729.00. Customs duties are included and Applicable Taxes are extra.

1.7.2 Limitation of Expenditure

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$ 39,729.00. Customs duties are included and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- 3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

Method of Payment - Monthly Payments

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract; b. all such documents have been verified by Canada;

Canada will pay invoices	on contracts	against the	Supply	Arrangement	bv:
Visa		•			y -
X Direct Deposit					
-					

Electronic Payment

The Government of Canada is switching from payment by cheque to payment by direct deposit, (http://www.tpsgc-pwgsc.gc.ca/recgen/txt/depot-deposit-eng.html) an electronic transfer of funds deposited directly into the recipients bank account. Contractors/Suppliers/Offerors must contact the federal department(s) or agency(ies) responsible for issuing their payment(s) to obtain additional information, to confirm their direct deposit enrolment process and the steps to be followed.

To facilitate the transition to direct deposit, the Department of Indian Affairs and Northern Development (DIAND) requires that all Contractor's/Suppliers/Offerors doing business with the department immediately register for Electronic Direct Payment (http://www.aadncaandc.gc.ca/eng/1362499152985/1362499322435).

1.9 **Discretionary Audit**

The Contractor's certification that the price or rate is not in excess of the lowest price or rate charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both, is subject to verification by government audit, at the discretion of Canada, before or after payment is made to the Contractor.

If the audit demonstrates that the certification is in error after payment is made to the Contractor, the Contractor must, at the discretion of Canada, make repayment to Canada in the amount found to be in excess of the lowest price or rate or authorize the retention by Canada of that amount by way of deduction from any sum of money that may be due or payable to the Contractor pursuant to the Contract.

If the audit demonstrates that the certification is in error before payment is made, the Contractor agrees that any pending invoice will be adjusted by Canada in accordance with the results of the audit. It is further agreed that if the Contract is still in effect at the time of the verification, the price or rate will be lowered in accordance with the results of the audit.

1.10 **Accounts and Audit**

- 1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
- 2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
- 3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the

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Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.

4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

1.11 Time Verification

Time charged and the contract price of incidental materials used are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

1.12 invoicing instructions

- 1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions, Invoices cannot be submitted until all work identified in the invoice is completed.
- 2. Each invoice must be supported by:
 - a. a copy of time sheets to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the Contract;
 - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses:
 - d. a copy of the monthly progress report.
- 3. Invoices must be distributed as follows:
 - a. One (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract.
- 1.13 No Responsibility to Pay for Work not performed due to Closure of Government Offices
- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed. Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.



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1.14 Certifications Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

1.15 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

1.16 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2016-04-04) General Conditions Professional Services (Medium Complexity) (2016-04-04)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment
- (e) Annex C, Security Requirements Check List;
- (f) Supply Arrangement Number E60ZT-120001/298/ZT: and
- (g) the Contractor's bid dated August 29, 2017.

1.17 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

1.18 Replacement of Specific Individuals

- 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.



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3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

1.19 Ownership

- 1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

1.20 Limitation of Liability - Information management/Information Technology

Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract preestablishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

a. First Party Liability:

- i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - A. any infringement of intellectual property rights to the extent the Contractor breaches the section entitled "Intellectual Property Infringement and Royalties";
- li. physical injury, including death.
- The Contractor is liable for all direct damages affecting real or tangible personal property iii. owned, possessed, or occupied by Canada.
- Each of the Parties is liable for all direct damages resulting from its breach of iv. confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.

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- The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above,
- The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:
 - A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty: and
 - B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" used to order services under this instrument).
- vii. In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract.
- viii. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

b. Third Party Claims:

- i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.



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ANNEX "A" STATEMENT OF WORK

TITLE: Stream 5 - Project Management Services - 5.6 Project Administrator - Junior

SW1 BACKGROUND

This requirement is for a Project Administrator with skills and experience in project and office administration and with Human Resources staffing support experience in the Government of Canada. Application Development, Data and Database Administration (ADDDA), part of the Informatics Management Branch, requires a Project Administrator to supplement internal administrative resources and will report to the Director of ADDDA to provide administration for management and staff. ADDDA also requires a Project Administrator to provide administrative/HR support for staffing actions.

SW2 TASKS

The Project Administrators - Junior tasks include, but are not limited to, the following:

- Provide administrative and technical support to project teams and management;
- Provide administrative support of staffing actions (updating and maintaining Statement of Merit Criteria, Staffing and Classification Action Request Forms (SCARFs), letters of offer, coordination of examination and interview scheduling, and other documentation as required);
- Assist data processing professionals, technical users and end users in simple routine tasks, including booking meetings and training; making travel arrangements using the Treasury Board Travel Directive, scheduling conference calls; and working with Government formsbased processes;
- Assist in maintaining project documentation and system libraries;
- Provide administrative support for invoice processing and tracking;
- Track project change requests;
- Maintain and update project information in manual and/or electronic files;
- Use, including but not limited, to MS Office Suite and MS Project, on desktop computers to perform primary functions

SW3 DELIVERABLES

The Project Administrator will be responsible for the provision of all required deliverables within the timeframes specified in the project plan. Major deliverables include (but are not limited to):

- Any documents created during the course of this contract must be stored in the INAC document repository – CIDM (INAC's RDIMS implementation); and
- Monthly time and progress reports due the last working day of each month.

SW4 LOCATION

The work to be completed under the contract must be conducted on site at DIAND, located in 9 boul. Montclair, Gatineau, QC, Floor 2, Gatineau Quebec. The contracted resource is responsible for travel time and travel cost, including any costs related to vehicle parking at the work location

SW5 TRAVEL REQUIREMENT

No travel outside of the National Capital Region is required for this contract.

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SW6 SUPPORT

DIAND will provide, as needed, the contracted resource with:

- access to DIAND facilities;
- access to relevant documentation and reference materials to which the Contractor would not otherwise have access as required to complete the work, including access to DIAND's document repository (CDIM);
- Other assistance and support as appropriate.

SW7 LANGUAGE OF WORK

The language of work and correspondence for this Contract is English. The language of all written deliverables shall be English.



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s.20(1)(b)

s.20(1)(c)

ANNEX "B"

BASIS OF PAYMENT

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determined in accordance with the Basis of Payment in Annex_B__, to the limitation of expenditure of \$39,729.00. Customs duties are included and Applicable Taxes are extra.

		Period: Upon Contract to March 31, 2018	All-inclusive fixed Per-Diem Rate	Volumetric Data (estimated)	Total
ļ.			A	B	C=AxB
	1	Stream 5 – Project Management Services – 5.6 Project Administrator – Junior Resource: Janet Donnelly			\$39,729.00
	4	Applicable Taxes (HST 13%)			\$5,164.77
	5	Total:			\$44,893.77



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ANNEX "C" SECURITY REQUIREMENTS CHECK LIST

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Public Works and Government Travaux publics et Services Services Canada

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PURCHASING OFFICE - BUREAU DES ACHATS

Department of Indian Affairs and Northern Development

10 Wellington Street, Room 195 Gatineau, Quebec K1A 0H4

CONTRACT - CONTRAT

Canada accepts your bid to provide to Canada the goods, services or both described in the Contract in accordance with the conditions and at the prices set out in the Contract.

Le Canada accepte votre soumission de fournir au Canada les biens, services ou les deux décrits dans le contrat conformément aux conditions et aux prix prévus au contrat.

Name and Address of Contractor Nom et adresse de l'entrepreneur

Turtle Technologies Inc.

ProServices SA E60ZT-120001/299/ZT

Canada

PWGSC-TP5GC 9400-4 (02/2014) A0454877_226-000226 Released under the Access to Information Act

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Delivery Requirements outside a Comprehensive Land Claims Settlement Area

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

1.1 Security Requirements

Security Requirement for Canadian Supplier: PWGSC File # Common-PS SRCL#2

- The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply
 Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial
 Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 4. The Contractor/Offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex_C_;
 - b. Industrial Security Manual (Latest Edition).

1.2 Statement of Work

This Contract is being issued for the requirement of Professional Services for the Department of Indian Affairs and Northern Development under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

1.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard</u> <u>Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

1.3.1 General Conditions

2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

1.4 Term of Contract

1.4.1 Period of the Contract

The period of the Contract is from Contract award to December 22, 2017.

1.5 Authorities

1.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Department of Indian Affairs and Northern Development 10 Wellington Street, Gatineau, QC K1A 0H4

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s.19(1)

Released under the Access to Information Act Communiqué en vertu de la Loi sur l'Accès à

l'information

Contact Name:

Alma Moyeda, Procurement Officer

Telephone: Facsimile: 819-953-6153 819-953-7721

E-mall address:

alma.moyeda@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

1.5.2 Project Authority

Contract to the second

Geomatics Services

Telephone ...

613-301-1159 8 N 994-7823

E-mail address:

helene lachancesticemens ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

1.5.3 Contractor's Representative

Turtle Technolgies Inc. 48 Wilderness Way, Stittsville, ON K2S 2E3

Contact Name:

Telephone:

613-435-0230

E-mail address:

1.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice</u>: 2012-2 of the Treasury Board Secretariat of Canada.

1.7 Payment

1.7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$21,658.00 Applicable Taxes are extra.

1.7.2 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

1.7.3 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$ 21,658.00 Applicable
Taxes are extra.

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- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- 3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

1.8 Method of Payment - Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

1.9 Accounts and Audit

- 1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
- 2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
- 3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
- 4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

1.10 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

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2. Invoices must be distributed as follows:

a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

1.11 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

1.12 Certifications Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

1.13 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

1.14 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2016-04-04) General Conditions Professional Services (Medium Complexity)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment
- (e) Annex C, Security Requirement Check List
- (e) Supply Arrangement Number E60ZT-120001/299/ZT; and
- (f) the Contractor's bid dated August 29, 2017

1.15 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

1.16 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

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- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

1.17 Ownership

- 1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

1.18 Limitation of Liability - Information management/Information Technology

a. Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

b. First Party Liability:

- i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - A. any infringement of intellectual property rights to the extent the Contractor breaches the section entitled "Intellectual Property Infringement and Royalties";
 - B. physical injury, including death.
- ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.

- iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.
- v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:
 - A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" used to order services under this instrument).
- vi. In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract.
- vii. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

c. Third Party Claims:

- i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

1.19 Intellectual Property Infringement and Royalties

- 1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to <u>Department of Justice Act</u>, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- 3. The Contractor has no obligation regarding claims that were only made because:

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- (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
- (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
- (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
- (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
- 4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
 - (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

ANNEX "A" STATEMENT OF WORK

SW1 TITLE

Geomatics technical services for the testing of GIS web mapping applications and infrastructure components.

SW2 BACKGROUND

Geomatics Services, within the Information Management Branch of Department of Indian Affairs and Northern Development (DIAND), requires professional services contract to support the maintenance of its current GIS Web Mapping Applications and cartographic products.

The DIAND's Corporate Geospatial Infrastructure comprises ESRI ArcGIS suite of products including ArcSDE-Oracle-based geospatial databases, web map services, web-based mapping and desktop-based applications, data update processes, map templates, standard operating procedures and other supporting documentation.

The objective of this contract is to obtain intermediate testing expertise to develop testing plans for new GIS applications and test the current GIS web Mapping Applications. This includes GIS technical issues resolution and testing of the desktop-based and server-based geomatics system software and applications.

As a result, DIAND- Geomatics Services requires technical experience and expertise of a tester resource category with to complete the work as it relates to the above.

SW3 BUSINESS AND TECHNICAL ENVIRONMENT

- 3.1 Business Environment
- 3.1.1 DIAND's regular working hours are Monday to Friday, 8 a.m. to 5 p.m. Eastern Time.
- 3.1.2 The Contractor is expected to be capable of providing Technical Services and Analysis within the regular working hours of DIAND, as identified above.
- 3.2 Technical Environment
- 3.2.1 It is the responsibility of the Contractor to ensure that all written deliverables and services provided are in conformance with DIAND's standard desktop operating software, currently, Microsoft Office Suite 2010 (including Word, Excel, and PowerPoint) and the ESRI ArcGIS V10.1 desktop and server based environments.
- 3.2.2 All deliverables and services provided by the Contractor shall become integrated within DIAND's technical and operational environment.
- 3.2.3 The Contractor resources shall be familiar, at a minimum, with the following software used within DIAND, in addition to any software listed in section 4, Scope of Work for specific Resource Categories:
- i) Windows Server 2003/2008;
- ii) MS Office Suite 2010:
- ii) ORACLE product suite V11
- (v) ESRI product suite V10.1 or higher
- 3.2.4 When working on-site at DIAND, Contractor Resource(s) will be provided with access to workstations with the following software sets:
- i) Windows7:
- ii) MS Office Suite;
- iii) Novell GroupWise or MS Outlook;
- iv) CIDM (DIAND's RDIMS implementation)
- v) ESRI ArcGIS suite of products.

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s.20(1)(b)

s.20(1)(c) 3.2.5 All technical and/or research documentation gathered or produced during the course of work shall be stored in DIAND's CIDM repository - DIAND's RDIMS implementation and the established conventions for mapping products.

SW4 SCOPE OF WORK

4.1 Technical Services and Analysis Related to this project

In the provision of service to DIAND, the Contractor shall, provide (to the satisfaction of the DIAND Project Authority) GIS and Geomatics Technical Services and Testing related to the GIS Web Mapping Application and the delivery of Mapping products.

4.2 Supplying Resources

In supplying resources as described below, the Contractor may be required to supply:

- a) A single resource to work independently;
- b) A single resource as part of, or to lead a team;
- c) A group of resources to act as a team:
- d) A group of resources to supplement a team; or
- e) Multiple resources to act in any combination of the above.

4.3 Resource Categories and Total Number of Contractor Resources

Through this Contract, DIAND will require the services of up to one individual Contractor Resources in total. The Level of Expertise and the actual number of Contractor Resources in each Resource Categories are displayed in the Table below.

Resource Categories and Total Number	er of Contractor Resou	ves .		
Resource Category	# of Resources Required	Category	Level	Estimated Days
Tester	1	1.11	2	

4.4 Contractor Resource Roles and Tasks

4.4.1 Tester (category 1.11)

Typical activities of Tester (category 1.11) may include (but are not limited to):

- a) Test planning and coordination.
- b) Supervision of testing in accordance with the plan.
- c) Management and monitoring of test plans for all levels of testing.
- d) Management of walkthroughs and reviews related to testing and implementation readiness.
- e) Status reporting.
- f) Development of test scenarios and test scripts.
- g) Establishing and maintaining source and object code libraries for a multi-platform, multi-operating system environment.
- h) Establishing software testing procedures for unit test, integration testing and regression testing with emphasis on automating the testing procedures.
- i) Establishing and operating "interoperability" testing procedures to ensure that the interaction and coexistence of various software elements, which are proposed to be distributed on the common infrastructure, conform to appropriate departmental standards (e.g. For performance, compatibility, etc.) and have no unforeseen detrimental effects on the shared infrastructure.

j) Establishing a validation and verification capability which assumes functional and performance compliance.

SW5 DELIVERABLES

- Deliverables will be specified within the terms and conditions of the Contract. The scope of work shall identify the particular deliverable(s), tasks, and other relevant areas of consideration that are required to be implemented by the Contractor in the provision of services.
- Specific deliverables for the resource categories listed and service requirements may include, but are 5.2 not limited to, any combination of the following:
 - Written reports on the detailed technical and business requirements and data readiness, including data conversion analysis of existing databases, applications or software and the associated costs;

b) Review, re-use and leverage all existing procedures manuals;

- Review, re-use and leverage all work done previously under the Enterprise Geographic Project and c) client projects:
- Review, re-use and leverage all work done to today on the establishment of the Enterprise d) Geographic Infrastructure:
- Document requirements that directly support the business processes, and define a minimum e) standard that must be met in any "to be" state; 1
- Document requirements for interfaces with other DIAND applications and data, (GIS and IT) and define a minimum standard that must be met in any "to be" state;
- Document technology constraints for hosting Enterprise Geographic solution and define a minimum g) standard that must be met in any "to be" state; h)
- Evaluate and/or validate the quality of the existing data, including spatial data and define a minimum standard that must be met in any "to be" state;
- Produce a strategy and a data quality plan to allow the business unit to proceed to cleaning up the 1) data, and make a decision about data quality standard required for the implementation of solution;
- Document requirements for non-functional concerns such as performance, reliability, availability, and i) security;
- k) Document the requirements for new interface based on the project requirements;
- In meeting its obligations under the Contract, the Contractor shall ensure that all Deliverables submitted and services rendered are in conformity with the instructions issued by the DIAND Project Authority, and in accordance with section on "Reporting Requirements" of this SOW.
- The Contractor shall submit all scheduled and requested deliverables and amendments to the DIAND Project Authority (or this person's due designate) in accordance with the timing as set out by the DIAND Project Authority. All text deliverables shall be delivered in both hard and electronic copy to the specifications of DIAND. The Contractor shall attest to the veracity and accuracy of the content of all deliverables submitted.
- Payment will be made upon receipt of an invoice, based on the terms of payment specified in 5.5 accordance with the Terms and Conditions of the Contract, as accepted by the DIAND Project Authority. DIAND reserves the right to verify completion of any/all services/deliverables prior to authorizing any payment to the Contractor. Should any deliverable or service provided not be to the satisfaction of the DIAND Project Authority, as submitted, the DIAND Project Authority will have the right to reject it or require correction by the Contractor before any payment to the Contractor will be authorized by DIAND.

SW6 REPORTING REQUIREMENTS

- Reporting requirements may include, but are not limited to, any of the following: 6.1
 - a) Weekly update reports, content documented through simple minutes and agenda (preferably in person):
 - b) Written progress and/or status reports relating to the delivery of specific services and completion of assigned tasks; and
 - c) Other related reporting.

- 6.2 The timing and format of any required reports will be specified by the DIAND Project Authority, and will be in the frequency listed in (1), and as the need arises based on progress of the project. Format can also include requirements laid out by DIAND project governance process, which will be communicated to the Contractor by the DIAND Project Authority without delay.
- 6.3 The Contractor shall provide other ad hoc written or oral status updates upon request from the DIAND Project Authority.
- 6.4 It is the responsibility of the Contractor to facilitate and maintain regular communication with the DIAND Project Authority. In addition, the Contractor is to immediately notify the DIAND Project Authority of any issues, problems, or areas of concern in relation to any work completed as they arise.

SW7 LANGUAGE OF WORK

- 7.1 The language of work and correspondence for this Contract will be in English, in accordance with the Official Language(s) of Capability indicated in the Contractor's Proposal.
- 7.2 The language of all written Deliverables will be, at minimum English.

ANNEX "B" BASIS OF PAYMENT

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work to a limitation of expenditure of \$21,658.00. Applicable Taxes are extra.

s.20(1)(b)

s.20(1)(c)

	Period Contract award to December 22, 2017	All-inclusive fixed Per-Diem Rate	Volumetric Data (estimated)	Total
/*************************************		A	B	C=AxB
***************************************	Stream 1 Information Technology (IT) – Application Services – 1.11 Tester - Intermediate Resource Secretarian			\$21.658.go
2.	Applicable Taxes (QST: 14.975%)			
3	Total:			\$3,243.29
	***************************************			\$24,901.29

ANNEX "C" SECURITY REQUIREMENT CHECK LIST

				COMMON-PS	-SRCL#2	
	Government of Carada	Gowerneme r du Caracta	nt		Contract Number / Numbro du cor	
					ecurity Classification / Classification de UNCLASSIFIED) #4C/##
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1. Odalostina	Government Dep	thanker Country	ion /	2. i L	Branch or Directors / Directors (2)	Mile ou Pirection
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Jacques Saumur
Confrott Security Officer
Confrott Security Division/Division des confrets sécurité /
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Public Services and Procurement Cerradal Services publics et Approvisionnement Canada
Jacques Saumur@fipago-prograc.gc.ce
Telephone | Téléphone 613-648-1732
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Public Works and Government Travaux publics et Services Services Canada

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PURCHASING OFFICE - BUREAU DES ACHATS

Department of Indian Affairs and Northern Development

10 Wellington Street, Room 195 Gatineau, Quebec K1A 0H4

CONTRACT - CONTRAT

Canada accepts your bid to provide to Canada the goods, services or both described in the Contract in accordance with the conditions and at the prices set out in the Contract.

Le Canada accepte votre soumission de fournir au Canada les blens, services ou les deux décrits dans le contrat conformément aux conditions et aux prix prévus au contrat.

Name and Address of Contractor Nom et adresse de l'entrepreneur

Turtle Technologies Inc.

ProServices SA E60ZT-120001/299/ZT



PWGSC-TPSGC 9400-4 (02/2014) A0454877_245-000245 Released under the Access to Information Act

Communiqué en vertu de la Loi sur l'Accès à Page 1 l'information 19 File No. - Nº de dossier 1000195193-4500369279 Date of Contract - Date du contrat 2017-09-20 Contract No. - Nº du contrat 4500369279 Client Reference No. (optional) - Nº de référence du client (facultatif) 1000195193 Financial Code(s) - Code(s) financier(s) 0420-A4150-54701-A6876-ND9A **Duty - Droits** Applicable Taxes / Taxes applicables 7 Included Included Excluded Excluded Inclus En sus Indus En sus FOB - FAR Quebec Destination Department of Indian Affairs and Northern Development 9 Montclair St. Gatineau, Quebec K1A 0H4 Invoices - Original and two copies must be completed and sent to: Factures - L'original et deux coples doivent être remplis et envoyés à : helene.lachance@canada.ca Address inquiries to: - Adresser toute demande de renseignements à : alma.moyeda@canada.ca Area code and Telephone No. Facsimile No. Code régional et Nº de téléphone N° de télécopleur 819-953-6153 819-953-7721 Total estimated cost - Coût total estimatif \$24,961.07 For the Minister Pour le Ministre

ProServices Medium Complexity Bid Solicitation and Resulting Contract Template (MC) For Directed Contracts below 25K

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Delivery Requirements outside a Comprehensive Land Claims Settlement Area

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

1.1 Security Requirements

Security Requirement for Canadian Supplier: PWGSC File # Common-PS SRCL#2

- The Contractor/Offeror must, at all times during the performance of the Contract/Standing
 Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by
 the Canadian Industrial Security Directorate (CISD), Public Works and Government Services
 Canada (PWGSC).
- The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 4. The Contractor/Offeror must comply with the provisions of the:
 - Security Requirements Check List and security guide (if applicable), attached at Annex __C_;
 - b. Industrial Security Manual (Latest Edition).

1.2 Statement of Work

This Contract is being issued for the requirement of Professional Services for the Department of Indian Affairs and Northern Development under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

1.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/pollcy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

1.3.1 General Conditions

 $\underline{2010B}$ (2016-04-04) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

1.4 Term of Contract

1.4.1 Period of the Contract

The period of the Contract is from Contract award to March 31, 2018.

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1.5 Authorities

1.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Department of Indian Affairs and Northern Development 10 Wellington Street, Gatineau, QC K1A 0H4

Contact Name:

Alma Moyeda, Procurement Officer

Telephone:

819-953-6153

Facsimile:

819-953-7721

E-mail address:

alma.moyeda@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

1.5.2 Project Authority

Department of Indian Affairs and Northern Davelopment

9 Moracles, Guineau, QC K1A 0H4

Contact Name:

(Aciena Lachanco, Materia) Marager

Geomatics Services

Telephone:

012000

Facsimile: E-mail address:

helene lachance@xanada ra

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

1.5.3 Contractor's Representative

Turtie Technolgies Inc.

48 Wilderness Way, Stittsville, ON K2S 2E3

Contact Name:

Telephone:

613-435-0230

E-mail address:

1.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superennuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice</u>: 2012-2 of the Treasury Board Secretariat of Canada.

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1.7 Payment

1.7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of <u>\$21,710.00</u> Applicable Taxes are extra.

1.7.2 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

1.7.3 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$ 21,710.00
 Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

1.8 Method of Payment – Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

1.9 Accounts and Audit

- 1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
- 2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.

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- 3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
- 4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

1.10 Invoicing Instructions

- The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- 2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

1.11 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

1.12 Certifications Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

1.13 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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1.14 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

(a) the Articles of Agreement;

- (b) the general conditions 2010B (2016-04-04) General Conditions Professional Services (Medium Complexity)
- (c) Annex A, Statement of Work;

(d) Annex B, Basis of Payment

(e) Annex C, Security Requirement Check List

(e) Supply Arrangement Number E60ZT-120001/299/ZT; and

(f) the Contractor's bid dated August 31, 2017

1.15 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

1.16 Replacement of Specific Individuals

- 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

1.17 Ownership

- 1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

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- 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

1.18 Limitation of Liability - Information management/Information Technology

a. Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract preestablishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

b. First Party Liability:

- The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - A. any infringement of intellectual property rights to the extent the Contractor breaches the section entitled "Intellectual Property Infringement and Royalties";
 - B. physical injury, including death.
- The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A)
- v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:
 - A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" used to order services under this instrument).
- vi. In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract.

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vii. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

c. Third Party Claims:

- i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- III. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

1.19 Intellectual Property Infringement and Royalties

- 1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to <u>Department of Justice Act</u>, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- The Contractor has no obligation regarding claims that were only made because;
 - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
 - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
 - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
 - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that

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equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

- 4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
 - (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

if the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

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ANNEX "A" STATEMENT OF WORK

SW1 TITLE

Geomatics technical services for Javascript Web Mapping application with ESRI ArcGIS Server

SW2 BACKGROUND

Geomatics Services, within the Information Management Branch of the Department of Indian Affairs and Northern Development (DIAND), requires professional services contract to develop GeoViewer context using Javascript Web Mapping Application tool in ESRI ArcGIS Server environment.

The DIAND's Corporate Geospatial Infrastructure comprises ESRI ArcGIS suite of products on Desktop and Servers including ArcSDE-Oracle-based geospatial databases, web map services, webbased mapping and desktop-based applications, data update processes, map templates, standard operating procedures and other supporting documentation.

The objective of this contract is to obtain intermediate GIS Web developer expertise to re-use the GeoViewer web mapping application and develop multiple client contexts. The work is using serverbased geomatics system software and applications.

As a result, DIAND- Geomatics Services requires technical experience and expertise of one resource category to complete the work as it relates to the above.

SW3 **BUSINESS AND TECHNICAL ENVIRONMENT**

- **Business Environment** 3.1
- DIAND's regular working hours are Monday to Friday, 8 a.m. to 5 p.m. Eastern Time. 3.1.1
- The Contractor is expected to be capable of providing GIS programmer expertise within the regular working hours of DIAND, as identified above.
- 3.2 **Technical Environment**
- It is the responsibility of the Contractor to ensure that all written deliverables and services provided are in conformance with DIAND's standard desktop operating software, currently, Microsoft Office Suite 2010 (including Word, Excel, and PowerPoint) and the ESRI ArcGIS V10.1, V10.3.1 and V10.4 desktop and server based environments.
- 3.2.2 All deliverables and services provided by the Contractor shall become integrated within DIAND's technical and operational environment.
- The Contractor resources shall be familiar, at a minimum, with the following software used within DIAND, in addition to any software listed in section 4, Scope of Work for specific Resource Categories:
- i) Windows Server 2003/2008:
- MS Office Suite 2010: ii)
- ORACLE product suite V11g (ii
- ESRI product suite V10.1, V10.3.1 and V10.4 iv)
- When working on-site at DIAND, Contractor Resource(s) will be provided with access to workstations with the following software sets:

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- i) Windows7;
- ii) MS Office Suite:
- Novell GroupWise or MS Outlook;
- iv) CIDM (DIAND's RDIMS implementation)

s.20(1)(b) s.20(1)(c) v) ESRI ArcGIS suite of products.

3.2.5 All technical and/or research documentation gathered or produced during the course of work shall be stored in DIAND's CIDM repository – DIAND's RDIMS implementation and the established conventions for mapping products.

SW4 SCOPE OF WORK

4.1 GIS programmer expertise Related to this project

In the provision of service to DIAND, the Contractor shall, provide (to the satisfaction of the DIAND Project Authority) web developer Services to use the GeoViewer technology and develop multiple context web mapping applications.

4.2 Supplying Resources

In supplying resources as described below, the Contractor may be required to supply:

- a) A single resource to work independently;
- b) A single resource as part of, or to lead a team;
- c) A group of resources to act as a team;
- d) A group of resources to supplement a team; or
- e) Multiple resources to act in any combination of the above.

4.3 Resource Categories and Total Number of Contractor Resources

Resource Categories and Total Nun		Sources		
Resource Category	# of Resources Required		Lavai	Estimated Dave
GIS Programmer Analyst	1		2	

4.4 Contractor Resource Roles and Tasks

4.4.1 GIS Programmer Analyst Level 2

Responsibilities could include but are not limited to:

- Provide operational, technical and analytical expertise to GIS projects by understanding how to apply the principles and practices of GIS as a decision support tool.
- Translate spatially related user requirements and technical systems specifications into
 working, tested GIS applications, including developing detailed programming specifications,
 writing and/or generating code, compiling and integrating data driven programs and systems,
 interacting with spatial databases and conducting unit tests.

SW5 DELIVERABLES

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- 5.1 Deliverables will be specified within the terms and conditions of the Contract. The scope of work shall identify the particular deliverable(s), tasks, and other relevant areas of consideration that are required to be implemented by the Contractor in the provision of services.
- 5.2 Specific deliverables for the resource categories listed and service requirements may include, but are not limited to, any combination of the following:
 - Written reports on the detailed technical and business requirements and data readiness, including data conversion analysis of existing databases, applications or software and the associated costs;

Review, re-use and leverage all existing procedures manuals;

- c) Review, re-use and leverage all work done previously under the Enterprise Geographic Project and client projects;
- d) Review, re-use and leverage all work done to today on the establishment of the Enterprise Geographic Infrastructure;
- e) Document requirements that directly support the business processes, and define a minimum standard that must be met in any "to be" state;
- f) Document requirements for interfaces with other DIAND applications and data, (GIS and IT) and define a minimum standard that must be met in any "to be" state;
- g) Document technology constraints for hosting Enterprise Geographic solution and define a minimum standard that must be met in any "to be" state;
- h) Evaluate and/or validate the quality of the existing data, including spatial data and define a minimum standard that must be met in any "to be" state;
- Produce a strategy and a data quality plan to allow the business unit to proceed to cleaning up the data, and make a decision about data quality standard required for the implementation of solution;
- Document requirements for non-functional concerns such as performance, reliability, availability, and security;
- Document the requirements for new interface based on the project requirements;
- 5.3 In meeting its obligations under the Contract, the Contractor shall ensure that all Deliverables submitted and services rendered are in conformity with the instructions issued by the DIAND Project Authority, and in accordance with section on "Reporting Requirements" of this SOW.
- 5.4 The Contractor shall submit all scheduled and requested deliverables and amendments to the DIAND Project Authority (or this person's due designate) in accordance with the timing as set out by the DIAND Project Authority. All text deliverables shall be delivered in both hard and electronic copy to the specifications of DIAND. The Contractor shall attest to the veracity and accuracy of the content of all deliverables submitted.
- 5.5 Payment will be made upon receipt of an invoice, based on the terms of payment specified in accordance with the Terms and Conditions of the Contract, as accepted by the DIAND Project Authority. DIAND reserves the right to verify completion of any/all services/deliverables prior to authorizing any payment to the Contractor. Should any deliverable or service provided not be to the satisfaction of the DIAND Project Authority, as submitted, the DIAND Project Authority will have the right to reject it or require correction by the Contractor before any payment to the Contractor will be authorized by DIAND.

SW6 REPORTING REQUIREMENTS

- 6.1 Reporting requirements may include, but are not limited to, any of the following:
 - Weekly update reports, content documented through simple minutes and agenda (preferably in person);

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- b) Written progress and/or status reports relating to the delivery of specific services and completion of assigned tasks; and
- c) Other related reporting.
- 6.2 The timing and format of any required reports will be specified by the DIAND Project Authority, and will be in the frequency listed in (1), and as the need arises based on progress of the project. Format can also include requirements laid out by DIAND project governance process, which will be communicated to the Contractor by the DIAND Project Authority without delay.
- 6.3 The Contractor shall provide other ad hoc written or oral status updates upon request from the DIAND Project Authority.
- 6.4 It is the responsibility of the Contractor to facilitate and maintain regular communication with the DIAND Project Authority. In addition, the Contractor is to immediately notify the DIAND Project Authority of any issues, problems, or areas of concern in relation to any work completed as they arise.

SW7 LANGUAGE OF WORK

- 7.1 The language of work and correspondence for this Contract will be in English, in accordance with the Official Language(s) of Capability Indicated in the Contractor's Proposal.
- 7.2 The language of all written Deliverables will be English.

ANNEX "B" BASIS OF PAYMENT

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work to a limitation of expenditure of <u>\$21,710.00</u>. Applicable Taxes are extra.

s.20(1)(b)

s.20(1)(c)

	Period Contract award to March 31, 2018	All-inclusive fixed Per-Diem Rate	Volumetric Data (estimated)	Total			
		A	В	C=AxB			
	Stream 2- Geomatics Services – 2.7 GIS Programmer / Analyst - Intermediate Resource: Laurier Seguin			\$21,710.00			
2	2 Applicable Taxes (QST: 14.975%)						
3	Total:			\$24,961.07			

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ANNEX "C" SECURITY REQUIREMENT CHECK LIST

COMMON-PS-SRCLed Government of Caracian Gauvernement Contract Number / Numbro do cordio du Carada SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (L'VERS)
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Ministers ou organisms governmental of origins 2. Brunch or Otrectorage / Otrection generate as Otrection 2. a) Bubconned Number / Numbro du contrat de vous-trabance 3. b) Name and Address of Subcontractor / Nom et adresse du sous-traiters Brief Description of Work / Brêve description du travail R. a) Will the supplier require access to Controlled Goods? Le fournisseur aussi à soots à des marchandisses contribées? 5. b) Will she supplier require access to unclassified minimay becanical data subject to the provisions of the Technical Data Control 4 iii Jau Paginances.

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Public Works and Government Services Canada Travaux publics et Services gouvernementaux Canada

PURCHASING OFFICE - BUREAU DES ACHATS

Department of Indian Affairs and Northern Development 10 Wellington Street Gatineau, Quebec K1A 0H4

CONTRACT - CONTRAT

Canada accepts your bid to provide to Canada the goods, services or both described in the Contract in accordance with the conditions and at the prices set out in the Contract.

Le Canada accepte votre soumission de fournir au Canada les biens, services ou les deux décrits dans le contrat conformément aux conditions et aux prix prévus au contrat.

Name and Address of Contractor Nom et adresse de l'entrepreneur

NCR Associates 130 Albert Street, Suite #605 Ottawa, ON K1P 5G4



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Delivery Requirements Outside a Comprehensive Land Claims Settlement Area

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

1.0 Security Requirements

1.1 There is no security requirement applicable to this Contract.

1.2 Statement of Work

This Contract is being issued for the requirement of a Senior Leadership Development Consultant for the Department of Indian and Northern Affairs Canada under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

1.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

1.3.1 General Conditions

2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

1.3.2 Supplemental General Conditions

1.3.2.1 4007 (2010-08-16), Supplemental General Conditions, Canada to Own Intellectual Property Rights in Foreground Information.

1.4 Term of Contract

1.4.1 Period of the Contract

The period of the Contract is from contract award to March 31, 2018 inclusive.

1.5 Authorities

1.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Client Department Name and Address: The Department of Indian Affairs and Northern Development

Contact Name: Meghan Smith Telephone: 819-953-8129

E-mail address: Meghan.Smith@aadnc-aandc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

1.5.2 Project Authority

Department Name and Address: The Department of Indian Affairs and Northern Development

Contact Name: Rebecca Weisgerber

Telephone: 819-639-2439

E-mail address: Rebecca.Weisgerber@aadnc-aandc.gc.ca

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The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

1.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

1.7 Payment

1.7.1 Basis of Payment

The Contractor will be paid in accordance with the Basis of Payment at Annex "B ".

1.7.2 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

1.7.3 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$6,815.00. Custom duties and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

1.7.4 Method of Payment - Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

Contract No. 4500369367

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- an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada; and
- The Work performed has been accepted by Canada.

1.8 Accounts and Audit

- 1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
- 2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
- 3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
- 4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

1.9 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions and under subsection 6.3.1 c) and d) of this contract. Invoices cannot be submitted until all work identified in the invoice is completed. Each invoice must be supported by:

- a copy of time sheets to support the time claimed;
- a copy of the release document and any other documents as specified in the Contract;

Invoices must be forwarded to the address shown on page 1 of the Contract for certification and payment.

- 1.10 No Responsibility to Pay for Work not performed due to Closure of Government Offices
- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not

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responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

1.11 Certifications Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

1.12 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

1.13 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement:
- (b) the supplemental general conditions 4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information
- (c) the general conditions <u>2010B</u> (2016-04-04), General Conditions Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work:
- (e) Annex B, Basis of Payment;
- (h) Supply Arrangement Number E60ZT-120001/405/ZT; and
- (i) the Contractor's bid dated January 19, 2017

1.14 Basis for Canada's Ownership of Intellectual Property

The Department of Indian Affairs and Northern Development Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

 where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

1.15 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

1.16 Replacement of Specific Individuals

- 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as

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soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- (a) the name, qualifications and experience of the proposed replacement; and
- (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

1.17 Ownership

- 1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

1.18 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

1.19 Intellectual Property Infringement and Royalties

- 1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to <u>Department of Justice Act</u>, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

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- 3. The Contractor has no obligation regarding claims that were only made because:
 - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
 - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
 - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
 - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
- 4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
 - (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

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ANNEX "A" STATEMENT OF WORK

PROJECT TITLE

Executive Coaching Services s.19(1)

s.20(1)(b)BACKGROUND

s.20(1)(c)

We require one full-time senior leadership development consultant to provide executive coaching services Director of Business Development, Indigenous and Northern Affairs Canada, 10 Wellington Street, 11th Floor, Gatineau, Quebec, K1A OH4.

OBJECTIVE

The coaching program is to continue to support in competency development which will increase the value of his contributions in the Public Service of Canada. This will include:

- Ongoing review of leadership and management competencies and approaches.
- Development of new insights and competencies, based on integral development methodology.
- Support for the implementation of new approaches.
- Career counseling and transition
- Interview for selection boards

SCOPE OF WORK

The Coaching program will include of coaching meetings, pre and post meeting work that may include the development of support materials/exercises from date of contract award to March 31, 2018.

<u>DELIVERABLES</u>

The coaching sessions will be hourly meetings based upon Brad Clines availability at the client's office or meeting room at client's location at 10 Wellington Street, 11th Floor, Gatineau, QC, K1A 0H4.

CONFIDENTIALITY

The purpose of the contract is to provide professional services to an executive. There will be official government material exchanged between the contractor and the employee.

DEPARTMENTAL SUPPORT

The consultant will not have access to the Department's information management system nor the intranet. A work space will not be available to the consultant nor will program materials be shared.

LOCATION OF WORK

National Capital Region

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s.20(1)(b) s.20(1)(c)

ANNEX "B"

S: BASIS OF PAYMENT

COSTS:

The following table outlines the estimated professional services costs associated with this project.

	Period	All-inclusive fixed Hourly Rate	Volumetric Data (estimated)	Total				
1	Contract Award to March 31st	28 18	<u> </u>	S=AxB				
1a	Senior Leadership							
······	Development Consultant		,	\$6,815.00				

				\$6,815,00				

	GST on professional fees 5% \$340.75							
			and Total (taxes included)	\$7,155.75				

du Nord Canada

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Amendment Number 1

All correspondence and invoices must show the file and Contract/Standing Offer Agreement/Supply Arrangement number

Contract: 4500369369	File Number: 1632-11/4500369369	2000000
Donna Cona Inc. 106 Colonnade Rd., Suite 100	Business Continuity/Disaster Recovery Specialist	······
Ottawa, ON K2E 7L6		
	October 4, 2017	

The Contractor shall continue to provide the services in accordance with the terms and conditions of the original Contract and all amendments thereto. The Contract is amended as follows:

1) In Annex "A" Statement of Work, SW5 Location of Work and Travel insert the following paragraph:

The contractor may be required to travel to DIAND regional offices to provide advice and guidance, training and assistance with local Business Continuity Planning and assist with testing plans through Table Top Exercises. Expenses while travelling on government business will be reimbursed based on the Treasury Board of Canada Secretariat's Travel Directive guidelines.

2) In Section 1.7 Payment Insert the following clause:

1.7.3 Authorized Travel and Living Expenses

For the requirements to travel described in section(s) SW2, SW4 and SW5 of the Statement of Work in Annex " A" the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work required to be done, delivered or performed outside the National Capital Region (NCR) defined in the National Capital Act (R.S.C., 1985, c. N-4), available on the Justice Website (http://laws-lois.justice.gc.ca/eng/acts/N-4/page-9.html#docCont), at cost, without any allowance for profit and administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive; and with the other provisions of the directive referring to "travellers", rather than those referring to "employees", to a limitation of expenditure of \$ 8,900.00. Applicable Taxes are included.

All travel must have the prior authorization of the Project Authority.

The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers.

Canada will not accept any travel and living expenses for any travel required between the Contractor's place of business and _NCR or any relocation of resources required to satisfy the terms of the Contract.

All payments are subject to government audit.

Estimated Cost: \$ 8,900.00

Total Value of this Amendment.......\$8,900.00.

NCR#1011075

A0632-006 (2013-11-01)

Aboriginal Affairs and Northern Development Canada

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All other terms and conditions remain the same.

A Original Contract value	
B Net change by amendment numbers	
C This amendment number [·
D Revised total value of Contract	\$8,900.00
	888,232,04
We acknowledge receipt of this Amendment number 1 and agree to the Terms and Conditions set out therein	Signed, scaled and delivered on behalf of Her Majesty
Contr. Date	Alma Royeda Procurement Officer Date



Public Works and Government Travaux publics et Services Services Canada

gouvernementaux Canada

s.19(1)

PURCHASING OFFICE - BUREAU DES ACHATS

Department of Indian Affairs and Northern Development

10 Wellington Street, Room 195 Gatineau, Quebec KIA OH4

CONTRACT - CONTRAT

Canada accepts your bid to provide to Canada the goods, services or both described in the Contract in accordance with the conditions and at the prices set out in the Contract.

Le Canada accepte votre soumission de fournir au Canada les biens, services ou les deux décrits dans le contrat conformément aux conditions et aux prix prévus au contrat.

Name and Address of Contractor Nom et adresse de l'entrepreneur

Donna Cona Inc. 4106 Colonnade Rd. Suite 100 Ottawa, ON

K2P1W4

ProServices SA E60ZT-120001/185/ZT

Сапада

PWGSC-TPSGC 9400-4 (02/2014) A0454877 278-000278 Released under the Access

to Information Act Communiqué en vertu de la Loi sur l'Accès à Page l'information 17 de File No. - Nº de dossier 1000194893-4500369369 Date of Contract - Date du contrat 2017-09-27 Contract No. - Nº du contrat 4500369369 Client Reference No. (aptional) - No de référence du client (facultatif) 1000194893 Financial Code(s) - Code(s) financier(s) 0420-A4142-54819-A0000-ND94 Duty - Droits Applicable Taxes / Taxes applicables Included Included Included Excluded Excluded Inclus En sus En sus FOB - FAB Ouebec Destination Department of Indian Affairs and Northern Development 9 Montclair St. Gatineau, Quebec K1A 0H4 Invoices - Original and two copies must be completed and sent to: Factures - L'original et deux copies doivent être remplis et envoyés à : roberta.hughes@canada.ca Address inquiries to: - Adresser toute demande de renseignements à : alma.moyeda@canada.ca Area code and Telephone No. Facsimile No. Code régional et N° de téléphone N° de télécopleur 819-953-6153 819-953-7721 Total estimated cost - Coût total estimatif \$79,332.95 Pour le Ministre

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ProServices Medium Complexity Bid Solicitation and Resulting Contract Template (MC) For below NAFTA Requirements

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The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

Delivery Requirements Outside a Comprehensive Land Claims Settlement Area

The Contract is not to be used for deliverles within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

### 1.1 Security Requirements

Security Requirement for Canadian Supplier: PWGSC File #Common-PS SRCL#6

- 1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- 3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
- 4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 5. The Contractor/Offeror must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable), attached at Annex __C_
  - b. Industrial Security Manual (Latest Edition).

#### 1.2 Statement of Work

This Contract is being issued for the requirement of one (1) Stream 4 - Business Services Class -4.4 Business Continuity / Disaster Recovery Specialist - Intermediate for the Department of Indian Affairs and Northern Development under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

### **Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-andguidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

### 1.3.1 General Conditions

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Indian and Northern Affairs Canada

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2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

#### Term of Contract

1.5.1 Period of the Contract

The period of the Contract is upon contract award to March 31, 2018, inclusive.

#### 1.5 Authorities

#### 1.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Alma Moyeda Procurement Officer Department of Indian Affairs and Northern Development Room 195, 13th Floor, 10 Wellington Street Gatineau, Quebec, K1A 0H4

Telephone:

(819) 953-6153

Facsimile:

(819) 953-7721

E-mail address:

alma.moyeda@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### 1.5.2 Project Authority

Department of Indian Affairs and Northern Development

VV VVOID GEORGE

eBatineau, Quebec, K1A 0H4

Guntaut Name.

Roberts Hughes, Festi Leader, IT Security Division

Telephone:

819-210-9654

E-mail address: ( robena hughes/o)canada ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

# 1.5.3 Contractor's Representative

Donna Cona Inc. 106 Colonnade Rd., Suite 100 Ottawa, ON K2E 7L6

Contact Name:

Telephone:

613-234-5407

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Indian and Northern Affaires indiennes Affairs Canada

et du Nord Canada

Released under the Access to Information Act Communiqué en vertu de la Loi sur l'Accès à l'informaticontract 4500369369

Facsimile:

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# **Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

#### 1.7 **Payment**

#### 1.7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determined in accordance with the Basis of Payment in Annex _B__, to the limitation of expenditure of \$ 69,000.00. Customs duties are included and Applicable Taxes are extra.

### 1.7.2 Limitation of Expenditure

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$ 69,000.00. Customs duties are included and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work. whichever comes first.
- 3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

# 1.8 Method of Payment – Monthly Payments

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;

Canada will pay invoices on contracts against the Supply Arrangement by:

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#### Electronic Payment

The Government of Canada is switching from payment by cheque to payment by direct deposit, (<a href="http://www.tpsgc-pwgsc.gc.ca/recgen/txt/depot-deposit-eng.html">http://www.tpsgc-pwgsc.gc.ca/recgen/txt/depot-deposit-eng.html</a>) an electronic transfer of funds deposited directly into the recipients bank account. Contractors/Suppliers/Offerors must contact the federal department(s) or agency(ies) responsible for issuing their payment(s) to obtain additional information, to confirm their direct deposit enrolment process and the steps to be followed.

To facilitate the transition to direct deposit, the Department of Indian Affairs and Northern Development (DIAND) requires that all Contractor's/Suppliers/Offerors doing business with the department immediately register for Electronic Direct Payment (http://www.aadnc-aandc.gc.ca/eng/1362499152985/1362499322435).

#### 1.9 Discretionary Audit

The Contractor's certification that the price or rate is not in excess of the lowest price or rate charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both, is subject to verification by government audit, at the discretion of Canada, before or after payment is made to the Contractor.

If the audit demonstrates that the certification is in error after payment is made to the Contractor, the Contractor must, at the discretion of Canada, make repayment to Canada in the amount found to be in excess of the lowest price or rate or authorize the retention by Canada of that amount by way of deduction from any sum of money that may be due or payable to the Contractor pursuant to the Contract.

If the audit demonstrates that the certification is in error before payment is made, the Contractor agrees that any pending invoice will be adjusted by Canada in accordance with the results of the audit. It is further agreed that if the Contract is still in effect at the time of the verification, the price or rate will be lowered in accordance with the results of the audit.

#### 1.10 Accounts and Audit

- 1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
- 2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
- 3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all

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reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.

4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time. Canada does not lose this right.

#### 1.11 Time Verification

Time charged and the contract price of incidental materials used are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

#### 1.12 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

#### Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract:
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d. a copy of the monthly progress report.

#### 3. Invoices must be distributed as follows:

a. One (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract.

### 1.13 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed. Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.



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### 1.14 Certifications Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

#### 1.15 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

### 1.16 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement:
- (b) the general conditions 2010B (2016-04-04) General Conditions Professional Services (Medium Complexity) (2016-04-04)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment
- (e) Annex C, Security Requirements Check List;
- (f) Supply Arrangement Number E60ZT-120001/185/ZT; and
- (g) the Contractor's bid dated September 19, 2017.

### 1.17 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

# 1.18 Replacement of Specific individuals

- If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - (a) the name, qualifications and experience of the proposed replacement; and
  - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

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3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

#### 1.19 Ownership

- 1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims. liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.
- 1.20 Limitation of Liability Information management/Information Technology
- a. Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract preestablishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

#### b. First Party Liability:

- i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
  - A. any infringement of intellectual property rights to the extent the Contractor breaches the section entitled "Intellectual Property Infringement and Royalties";
  - B. physical injury, including death.
- The Contractor is liable for all direct damages affecting real or tangible personal property li. owned, possessed, or occupied by Canada.
- Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade

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secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.

- The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.
- v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:
  - A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warrenty: and
  - B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" used to order services under this instrument).
- vi. in any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract.
- vii. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.
- Third Party Claims:
  - i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
  - ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

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# ANNEX "A" STATEMENT OF WORK

TITLE: Stream 4 - Business Services - 4.4 Business Continuity/Disaster Recovery Specialist -Intermediate

#### SW1 OBJECTIVE

The objective of this contract is to acquire professional support services for work pertaining to the Business Continuity Management (BCM) program under the Enterprise IM/IT Strategic Services (ESS) directorate within the Information Management Branch (IMB) of the Department of Indian Affairs and Northern Development (DIAND), hereafter named the Department.

#### **SW2 RESPONSIBILITIES AND TASKS**

The contractor will perform the Business Continuity Planning (BCP) Coordinator responsibilities for the departmental BCM program. They will be responsible for ensuring ongoing liaison with, and the approvals of, the Departmental Security Officer (DSO). The contractor will be responsible for the ongoing liaison with all sectors, regions and the development and maintenance of the overall Business Continuity Management Program and Disaster Recovery.

The roles and tasks of the contractor are as follows:

- · Lead the coordination of the Department's BCM program;
- Conduct and review departmental business impact assessments;
- Review departmental business continuity plans:
- · Participate in the testing and exercising of departmental business continuity plans, which includes developing and facilitating exercises as required;
- Develop products, templates and tools as related to the Department's BCM program;
- Provide subject matter expert advice as appropriate and required, based on departmental best practices, directives, standards and policies;
- Coordinate readiness of the alternate site:
- Communicate progress to Senior Management as appropriate, obtain support, approvals and fundina:
- Update the Executive Plan with BCP program related changes or any contact related changes:
- Invoke and adjust continuity strategies appropriately;
- Ensure development of a strategy to communicate BCP activities to employees and stakeholders:
- Establish working groups and define their roles and responsibilities;
- Ensure IM, IT and other continuity plans and arrangements are fully integrated in the BCM Program:
- Liaise with other departments and agencies as necessary to coordinate BCP;
- Collaborate with the IT Security Coordinator throughout the process; and
- Keep the Executive Team Lead and the Departmental Security Officer (DSO) informed throughout the process.

There are no precise deliverables required for this body of work.

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#### **SW3 DEPARTMENTAL OBLIGATIONS**

The department will support the contractor by:

- Providing access to the facilities, use of Government furnished equipment and access to the departmental network.
- Providing access to departmental policies and procedures, documentation and relevant
- Providing access to DIAND personnel to work with and assist with coordination, interview scheduling and data gathering.
- Providing comments and feedback on reports and work objective.

#### **SW4 CONTRACTORS OBLIGATIONS**

The contractor will be responsible for:

- Keeping all documents and proprietary information confidential.
- Carrying out all tasks and deliverables as identified in Section 2.
- Providing routine progress reports (verbal or written) to the designated project coordinator on a weekly basis (at the minimum). Progress reports by email are acceptable, as long that no information higher than Protected A is transmitted.
- Participating in interview, meetings and / or teleconferences, as needed.
- Preparing all written reports electronically in Microsoft Office format and storing in the department's enterprise document management system.
- Maintaining security clearance with no conflict for the duration of the contract.
- Returning all materials belonging to DIAND upon completion of the contract.

## **SW5 LOCATION OF WORK AND TRAVEL**

All work by the contractor will be conducted at the Department's headquarters, located at 10 Wellington in Gatineau, Québec. The contractor will not be required to travel outside the National Capital Region (NCR). However, travel may be required from time to time within the NCR for meetings and interviews with DIAND personnel as needed. Travel within the NCR will not be reimbursed.

#### **SW6 LANGUAGE OF WORK**

The language of work and correspondence for this Contract is English. The language of all written deliverables shall be English.



## ANNEX "B"

## **BASIS OF PAYMENT**

s.20(1)(b) s.20(1)(c) The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work to the limitation of expenditure of \$ 69,000.00. Customs duties are included and Applicable Taxes are extra.

	Period: Upon Contract to March 31, 2018	All-inclusive fixed Per-Diem Rate	Volumetric Data (estimated)	Total
		A	3	C=AxB
1	Stream 4 – Business Services – 4.4 Business Continuity / Disaster Recovery Specialist- Intermediate Resource; Joey Raven			\$ 69,000 00
2	Applicable Taxes (QST 14.975%)		*	\$10,332.95
3	Total:	***************************************		\$79,332.95



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# ANNEX "C" SECURITY REQUIREMENTS CHECK LIST

SRCL/LVERS #6

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SECURITY REQUIREMENTS CHECK LIST (BRCL) LISTE DE VÊRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS) CARLA CONTRACT INFORMATION FARTICA PROGRATION CONTRACTURITE . Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine 2. Branch er Directorate / Direction générale ou Direction 3. a) Subcontract Number / Number du contrat de sous-teatence 3. b) Name and Address of Subcontractor / Norn et adresse du sous-traitent 4. Grief Cosciliption of Wark / Breve description ou travail 5. a) Will the supplier require access to Controlled Goods? Le fournisseur aure-t-II accès à des marchantises contrôlèss? Yes 5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseux surs-t-il accès à des données techniques militaires non classifiées qui sont assujettes sux dispositions du Règle Le vournement aura-rei acces a des durmes rechniques reinnemen aur le contrôle des données techniques? . Indicate the type of access required / Indiquer le type d'accès requis 6. a) Will the supplier and its employees require access require

7. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets?

Le fournisseur aimsi que les employees suront-its accès à des renseignements ou à des blans PROTECIES et/ou CLASSIFIÈS?

(Specify the level of access using the chart in Question 7, c)

(Procteur lo niveau d'ancès en utilisant le tribinat sul se fourne à la question 7, c)

(B. b) Will the supplier and its employees (e.g., cleanner, maintenence personnel) require access to restricted access annex? No access to PROTECTED and/or CLASSIFIED information or assets la permitted,

Le fournisseur et ses employées (p. nix, netforyeurs, personnel d'entretien) auront-its socia à des zones d'accès restretimes? L'accès à des renseignements ou è des blens PROTECGES et/ou CLASSIFIES n'est pas autorisé.

8. c) la title a commandat courier de messagerie ou de livraison commerciale asset autorisé. الأمال الأمال J Ou low 7. a) Indicate the type of information that the aupplier will be required to access / Indiquer le type d'information auqual le fournisseur devra avoir accès Canada / MATO / OTAM Persion / Stranger 7. (b) Resease restrictions / Restrictions relatives é la d No relegae restrictions Aucune restriction relative All NATO countries No release restrictions Tous les pays de fOTAN Aucune restriction relative à la diffusion à la diffusion À ne pas diffusar Restricted to: / Limité à : Restricted to: / Limité à : Restricted to: / Limité é : Specify country(les): / Préciser le(s) pays : Specify country(les): / Préciser le(s) pays : Specify country(les); / Procless (e(s) pays : 7. c) Level of information / Niveau d'information PROTECTED A MATO UNGLASSIFIED PROTECTED A **V** PROTÉGÉ A PROTECTED 8 NATO NON CLASSIFIÉ NATO RESTRICTED PHOTEGÉA PRIOTEGTEGT PROTÈGÉ B NATO DIFFUSION RESTREBUTE MATO CONTIDENTIAL PROTEGÉ N PROTECTED C PROTECTED C PROTÉGÉ C NATO CONFIDENTIEL PROTÈGÉ O CONFIDENTIAL CONFIDENTIAL NATO SECRE CONFIDENTIEL SECRET CONFIDENTIAL SECRET SECRET TOP SECRET COSMIC TRÈS SECRET SECRE TOP SECRET TRÈS SECRET TRÊS SECRET TOP SECRET /AIGINT TOP SECRET (SIGNT) TRÉS SECRET (SIGINT) TRÉS SECRET (SIGINT)

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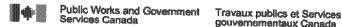




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gouvernementaux Canada

## PURCHASING OFFICE - BUREAU DES ACHATS

Department of Indian Affaires and Nothern Development (DIAND)

10 Wellington Gatineau, Québec K1A OH4

## **CONTRACT - CONTRAT**

Canada accepts your bid to provide to Canada the goods, services or both described in the Contract in accordance with the conditions and at the prices set out in the Contract.

Le Canada accepte votre soumission de fournir au Canada les biens, services ou les deux décrits dans le contrat conformément aux conditions et aux prix prévus au contrat.

Name and Address of Contractor Nom et adresse de l'entrepreneur

The Retirement Planning Institute 210-5310 Canotek Rd Ottawa, Ontario K1J 9N5



PWG5C-TP5GC 9400-4 (02/2014) A0454877 296-000296 Released under the Access to Information Act

Communiqué en vertu de la Loi sur l'Accès à Page 11 l'information File No. - Nº de dossier 4500369700 Date of Contract - Date du contrat 2017-10-04 Contract No. - Nº du contrat 4500369700 Client Reference No. (optional) - Nº de référence du client (facultatif) 1000195500 Financial Code(s) - Code(s) financier(s) Duty - Draits Applicable Taxes / Taxes applicables Included Inclus Excluded Included Excluded En sus Inclus En sus FOB - FAB Destination NCR Invoices - Original and two copies must be completed and sent to: Factures - L'original et deux coples doivent être remplis et envoyés à : LED-BMU-FINANCE-TDE-UGA@aadnc-aandc.gc.ca Address inquiries to: - Adresser toute demande de renseignements à : bianca.richard@aandc-aadnc.gc.ca Area code and Telephone No. Facsimile No. Code régional et N° de téléphone Nº de télécopieur 819-934-7499 819-953-7721 Total estimated cost - Coût total estimatif \$9,657.90 For the Minister - Pour le Ministre Willand

# ProServices Contract Template for Directed Contracts below 25K

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The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

Delivery Requirements Outside a Comprehensive Land Claims Settlement Area

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

## 6.1 Security Requirements

6.1.2 There is no security requirement applicable to this Contract.

#### 6.2 Statement of Work

This Contract is being issued for the requirement of Professional Services for the Department of Indian Affairs and Northern Development Canada (DIAND) under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

## 6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandseli.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

#### 6.3.1 General Conditions

2010B (2016-04-04), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

## 6.4 Term of Contract

## 6.4.1 Period of the Contract

The period of the Contract is from date of Contract award to March 31, 2018 inclusive

## 6.5 Authorities

## 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Client Department Name and Address:

Contact Name: Bianca Richard Telephone: 819 934-7499

E-mail address: Bianca.richard@aandc-aadnc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

Contract #4500349700

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## 6.5.2 Project Authority

Department Name and Address

Contact Name Nelson Barbosa, Director

Telephone 17 9.997-1033 Federica: 422-955-0548

E-mail address: ne son barbosa@aadno-aandr, or es

The Project Authority is the representative of the pepartment or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

## 6.5.3 Contractor's Representative

Contact Name

Telephone

E-mail address

## 6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice</u>: 2012-2 of the Treasury Board Secretariat of Canada.

## 6.7 Payment

## 6.7.1 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$8,400.00.
   Customs duties are included and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a.when it is 75 percent committed, or
  - b.four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

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## 6.8 Method of Payment (Single Payment)

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- C. the Work delivered has been accepted by Canada.

#### 6.9 Accounts and Audit

- The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
- 2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
- 3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
- 4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

## 6.10 Invoicing Instructions

- The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- 2. Invoices must be distributed as follows:
- 6.11 No Responsibility to Pay for Work not performed due to Closure of Government Offices
- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

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(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

## 6.12 Certifications Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 6.13 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

## 6.14 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the supplemental general conditions
- (c) the general conditions
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment
- (f) Supply Arrangement Number E60ZT-120001/357/ZT; and
- (i) the Contractor's bid dated September 2017

#### 6.15 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

## 6.16 Replacement of Specific Individuals

- 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - (a) the name, qualifications and experience of the proposed replacement; and
  - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

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3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

## 6.17 Ownership

- 1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

# ANNEX "A" STATEMENT OF WORK

Two Day Retirement Planning Course

#### SW1 BACKGROUND

1.1 Through the 2017/18 learning plan development process, employees of the Economic Program and Management Directorate (EPMD) expressed interest in a pre-retirement course during their discussions with managers. To support employee development/well-being as well as the importance and utility of pre-retirement planning overall, the management team thought it would be beneficial to consider having a presentation at INAC where the whole team could participate in a pre-retirement planning course.

SW2 OBJECTIVE

2.1 EPMD requires a two day seminar to provide staff with the tools and knowledge to develop individualized retirement plans.

#### SW3 SCOPE OF WORK

3.1 Under the guidance of DIAND, the Company shall provide a two day retirement course in each English and French and will cover the following categories listed below:

#### Public Service Pension Plan

- -Governance Plan
- -PSSA Administration, Recent Amendments
- -Types of Benefits
- -Elective Service
- -Unreduced Pension, Reduced Pension, Deferred Pension, Transfer Value, Return of Contributions
- -CPP Integration
- -Insurance coverage
- -Severance Pav
- -Survivor Benefits

### **Financial Planning**

- -Employer Pension Plan (PSSA)
- -Canada/Québec Pension Plans (C/QPP)
- -Old Age Security (OAS)
- -Pension Portability, Buyback of Service
- -Can You Afford to Retire?
- -Work Income vs Retirement Income
- -Personal Savings Impacts

## Financial Planning

- -Income Tax (Federal, Provincial)
- -RRSPs, RRIFs and Annuities
- -Severance Payments
- -Types of Investments
- -Investment Principles: diversification, risk/rewards, asset allocation

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- -Choosing an Planner
- -Insurance and Estate

## **Estate Planning**

- -Powers of Attorney
- -Need, Type, Advantages of a Will
- -Need for a Lawyer
- -The Executor and the Trustee
- -Avoiding Probate
- -Minimizing Taxes

#### SW4 DELIVERABLES

4.1 All correspondence and deliverables shall be sent to the DIAND project authority.

#### SW5 REPORTING AND SCHEDULE

5.1 All activities will be conducted in early December 2017.

Activity	Estimated Timeline
2 Day Presentation in each English and French	Early December 2017, exact date to be confirmed
Provide a manual of the course contents to each participant in English or French as noted in the proposal	Early December 2017, exact date to be confirmed
Seminar Report as noted the proposal	Early December 2017, exect date to be confirmed

## 5.2 The company shall provide the deliverables as follows:

Deliverables	Draft Due date	Final Due date
Provide a manual of the course contents to each participant in English or French as noted in the proposal	n/a	At the seminars
Seminar Report as noted the proposal	1 week following last seminar	1 week after first draft is submitted

#### 5.3 The Company shall:

- 5.3.1 Submit all deliverables to DIAND as per the dates noted above in section 6.2.
- 5.3.2 DIAND shall provide comments on both the draft and final deliverables within 5 business days of receipt.

## SW6 DIAND SUPPORT

- 6.1 DIAND shall:
- 6.1.1 Provide the Company with relevant documents pertaining to DIAND to facilitate the work.

## SW7 RESOURCE REQUIREMENTS

## 7.1 Language Requirements

7.1.1 The Company must provide all deliverables and any supporting documents in English and French.

## 7.2 Quality Assurance Requirements

7.3.1 DIAND shall accept all deliverables (including the draft and final report, and any subsequent modifications) by e-mail and/or hard copy. Electronic versions of the reports are requested in Microsoft Word 2007 format or a format agreed upon by DIAND and the company.

## SW8 LOGATION OF WORK

- 8.1 Location of Work
- 8.2 The 2 day presentations will be held at 10 Wellington St., Gatineau, Québec, 11th Floor, Room 1109.

Contract #4500369700

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# ANNEX "B" BASIS OF PAYMENT

Payment for the satisfactory performance of the Work under this agreement shall be based on: Maximum Authorized professional fees for Senior resources:

\$8,400.00	
\$837.90	Maximum PST Payable (9.975%)
\$420.00	Maximum PST Payable (5%)
	Total

s.19(1)

Public Works and Government Traveux publics at Services Services Canada Souvernments at Services

Department of Indian Affairs and Northern Development Carreds 10 Wellington Street Gadineria, KIA OHA

**CONTRACT - CONTRAT** 

You are requested to sell to the Majesty the Queen in right of Canada, in accordance with the terms and conditions set out berein, referred to berein or attached hereto, the supplies and services listed hereto and on any attached sheets at the price or prices set out therefor.

Nace vous demandant de verdre à Se Majouté le Reine du chef du Cantele, aux conditions doordies ou incluser per référence dens les présentes et aux annéess di-fointes, les articles et les services drumérés dens les présentes et sur toute fauille ci-annexés, au(x) prix indiqué(s).

The vendor hereby accepts this contract Le fourniessur againty is présent contrat

varne, title of person authorized to eign (type or print) None et titre du signabire autorisé (carectère d'impression) Signature



Resturn signed copy forthwith - Prière de retourner une copie d'Ament signée lymmédiatement

Lean Agility Inc. 95-1 Guigues Avenue Ottawa, Ontario K1N 5H8

PWGBC-TRBGC 9400-10 (02/97)

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## Delivery Requirements Outside a Comprehensive Land Claims Settlement Area

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

## 1.0 Security Requirements

1.01 There is no security requirement applicable to this Contract.

#### 1.1 Statement of Work

This Contract is being issued for the requirement of Business Process Consultants for the Department of Indian and Northern Affairs Canada under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

#### 1.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buvandeell.gc.ca/policy-and-cuidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

#### 1.2.1 General Conditions

2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

## 1.2.2 Supplemental General Conditions

1.2.2.1 4007 (2010-08-16), Supplemental General Conditions, Canada to Own Intellectual Property Rights in Foreground Information.

#### 1.3 Term of Contract

#### 1.3.1 Period of the Contract

The period of the Contract is from contract award to March 31, 2018 inclusive.

#### 1.4 Authorities

#### 1.4.1 Contracting Authority

The Contracting Authority for the Contract is:

Client Department Name and Address: The Department of Indian Affairs and Northern Development

Contact Name: Wei-Min Ma Telephone: 819-997-3711

E-mail address: Wei-Min.Ma@caneda.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

## 1.4.2 Project Authority

Department Name and Address: The Department of Indian Affairs and Northern Development

Contact Name: Louise Delogne Telephone: 819-953-5666

E-mail aduress. Louise.Delorme@eadno-eando.gc.ca

NCBN 10053797 - vi NCBN 10112556 - vi

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

## 1.5 Proactive Disclosure of Contracts with Former Public Servante

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superennuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice</u>: 2012-2 of the Treasury Board Secretariat of Canada.

## 1.8 Payment

## 1.0.1 Books of Payment

The Contractor will be paid in accordance with the Basis of Payment at Annex "B ".

## 1.6.2 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

## 1.6.3 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$21,800.00 Custom duties and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 76 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - as econ as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

## 1.7 Method of Payment - Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

Loi sur l'Accès Page 5 of 11

- an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract:
- b. all such documents have been verified by Canada: and
- The Work performed has been accepted by Canada.

#### 1.8 Accounts and Audit

- 1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
- 2. If the Contract includes payment for time apent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
- 3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
- 4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

## 1.9 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions and under subsection 6.3.1 c) and d) of this contract. Invoices cannot be submitted until all work identified in the invoice is completed. Each invoice must be supported by:

- a. a copy of time sheets to support the time daimed;
- a copy of the release document and any other documents as specified in the Contract;
- a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d. a copy of the monthly progress report.

Invoices must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## 1.10 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are DIAND accessible because of the evacuation or closure of government offices, and as a result no work is performed. Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) if, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

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The continuous compliance with the certificatione provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, falls to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

#### 1.12 Applicable Lave

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

## 1.13 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that aubsequently appears on the list.

- (a) the Articles of Agreement:
- (b) the general conditions <u>2010B</u> (2016-04-04), General Conditions Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Supply Arrangement Number E80ZT-120001/894/ZT; and
- (f) the Contractor's bid dated September 14, 2017.

## 1.14 Basis for Canada's Ownership of Intellectual Property

The Department of Indian Affairs and Northern Development Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

 where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

#### 1.15 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary

right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may erise as a result of the translation.

## 1.16 Replacement of Specific Individuals

- 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - (a) the name, qualifications and experience of the proposed replacement; and
  - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

## 1.17 Cemerahio

- 1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, ilens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

#### 4.48 Usbiller -

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

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## 1,19 Intellectual Property Infringement and Royalties

- 1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to <u>Department of Justics Act.</u> R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, darnages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- 3. The Contractor has no obligation regarding claims that were only made because:
  - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
  - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
  - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
  - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada, if a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
- 4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
  - (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
  - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
  - (c) take back the Work and refund any part of the Contract Price that Canada has aiready paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor falls to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegadly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

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# ANNEX "A" STATEMENT OF WORK

## Title

Professional Services: (9.5 Senior Business Process Consultants)
LEAN Improvement of departmental Correspondence Process and Refining Business and Technical
Requirements for CCM Enterprise implementation

## Objective(s)

Obtain professional services to apply the LEAN business process methodology in the department's discurrent management system in order to implement outcomes within a 90 day timeframe to meet CCM Enterprise critical path timeframes.

## Beckground

Department of Indian and Northern Affairs Canada (DIAND) requires an updated Correspondence Management System (CMS) to handle ministerial correspondence by corporate secretarist, as well as 23 other applications (including ATIP Requests, Grants and Contributions, Parliamentary returns, and Treasury Board submissions) requiring workflow and tracking capabilities. Currently, DIAND uses WebCIMS (Web Correspondence and Issues Management System) for such purposes, the current version of which is outdated and requires at least a major upgrade to address some (and not all) of its shortfalls. CCM Enterprise is the new standard which will replace WebCIMs across the department.

CCM Enterprise has been implemented in 23 Public Service departments. Each department has customized its IT infrastructure differently and has requested WorkDynamics Inc. (the license provider) to customize some of the system features to their business requirements, processes, and organizational structure.

The new CCM Enterprise system provides DIAND with the opportunity to make vital improvements to its process workflows, which are outdated and have been identified by in the department's Workplace Wellbeing Survey as irritants to employee morale and organizational wellbeing.

Culture change is a key priority at the heart of the project implementation plan, and the Lean methodology is calebrated for its focus on galvenizing employees directly impacted by the processes being analyzed. It is also aligned with the Clerk of the Privy Council priorities as identified by Blueprint 2020in calling on government departments to streamline existing processes using new and innovative tools to guide change. The LEAN approach has been identified as a model of Innovation, specifically targeting government organizations to engage stakeholders, create new accountabilities, and manage change in an entirely different way, all which support the successful implementation of CCM Enterprise and the department's Workplace Well-being and Mental Health Strategy, as key departmental priorities.

## Scope of work and Deliverables

The following describes, in general terms, the range, extent and boundaries of the work and the duration of the overall project (start and finish dates).

## Tasks/Technical Specifications

- 1. Provide introduction to Lean training for up to 25 people (October 2017).
- 2. Facilitate a five-day session (up to 25 people) using LEAN methodology to map the current and to-be state of the target process (November 2017).
- Identify value added and non-value added activities and a list of key issues (people, process and technology).

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- 4. Create a current-state value stream map (using WebCims), a future state value stream map (using CCM Enterprise). The visualization and quantification of the flows allow the consultant and stakeholders to understand the flaws of the actual situation.
- 5. Create a list of quick wins as well as more complex improvements (for review by the Ministerial Correspondence Director, senior management, and Business Process Requirement Working groups), with a proposed action plan. The consultants will identify solutions (alternative layouts) by applying lean methodologies: reducing waste, optimizing movements, automating repetitive manual actions, etc.
- 6. Develop key performance measures for the future process.
- Develop and present a final report summarizing key findings and recommendations. (by December 12, 2017).
- Support Implementation of improvements and create ongoing continuous improvement tools and capacity in the team that runs the process (January-March 2018).
- Develop a detailed initial project plan to pilot and implement key 60-180 day improvements by way of improvement experiments (January 2018).
- Develop a visual project board and leading initial project meetings, developing in-house capacity to take over these meetings.
- Define technology-solvable problems, review with Project Manager and Project Director, WorkDynamics Business Analysts, and IM/IT team, so that the system developers can refine their requirements to include these items (January-March 2018).

The consultants will present and communicate the different options, as the project evolves, to management and the different stakeholders (dates to be determined). Once a decision is taken, they will help the Corporate Secretariat champtoning change, helping incremental implementation and measuring the lean efficiency and savings.

Specific deliverable dates will be determined by the Project Director, following consultation with the consultants. Timelines may be adjusted, should there be unforeseen circumstances within DIAND's context, and overall CCM Enterprise project implementation timelines.

All documents developed by the consultants will be done using softwere compatible with those of DIAND (Microsoft Suite, etc.). Documents (in electronic format) will be submitted to the Project Director, within specified timelines (in draft version first to obtain feedback, and then in final version).

The approval and acceptance for all deliverables will be made by the Project Director.

## Client support

The Project Sponsor, Project Director, and Project Manager will provide ongoing information to the contractors throughout the project. The main point of contact will be the Project Director, Louise Delorme.

Facilities for 1-day group training and 5-day group facilitation will be provided by DIAND. Computers may be made available to contractors upon request for in-house (onsite) training/facilitation seasions.

All partinent documents will be translated by DIAND. Timelines to submit final documents for translation will be indicated to the consultants by the Project Director

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s.20(1)(b)

## ANNEX "B" BASIS OF PAYMENT

s.20(1)(c)

60.113

The following table outlines the estimated professional services costs associated with this project.

	Period	Ali-inclusive fixed Per-Diem Rate	Volumetric Data (setimated)	Total
		<b>A</b>		C=AxB
1	Contract Amond to March 31	2018		
10	Senior Business Process	*		\$21,000.00
	Consultant (Principal			•
	resource:			
	Secondary resource: www.			
	Contract (Contract Contract Co			
			Total :	\$21,000,00
			Tax: on feet 14,976%	* \$3,234.60
			and Total (texes included)	\$24,834.60